



CONTRACTS & AGREEMENTS

ECM INDEX DATA

INTRLOC_00 KC DISTRICT COURT

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Description: FACILITY USE AGREEMENT (OFFICE SPACE) FOR KING
COUNTY DISTRICT COURT

KC DISTRICT COURT
12/31/2016

Notes:

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INTRLOCAL AGREEMENTS
12/31/2016
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Jun 16, 2015 FSU: M JDE: M SI: M ECM: M

CR# 53724 DATE 6-16-15 LOC SIG-DOCS-00

AS 8932

ATTACHMENT A:

OFFICE SPACE USE AGREEMENT

OFFICE SPACE USE AGREEMENT

Use agreement by and between:

City of Bellevue
450 110th Avenue N.E.
Bellevue, Washington 98009, hereinafter "City", and

King County
Real Estate Services
ADM-ES-0830
500 Fourth Avenue, Room 830
Seattle, Washington 98104-2337

and

King County
District Court
516 Third Avenue, Room W1034
Seattle, Washington 98104, hereinafter "County."

Collectively, the City and the County are referred to as the "Parties."

IN AND FOR CONSIDERATION of the mutual benefits to each party, subject to the terms and conditions below, the City grants to the County the right, license and permission ("Permission") to use a portion of the premises located at the Bellefield Building, 1309 114th Avenue SE, Bellevue, Washington 98004. The premises to be used by the County is approximately 24,049 square feet of space indicated on the Floor Plan at Exhibit "A" ("Premises"). The City is leasing the Premises from Regency Bellefield Holdings, LLC ("Landlord") pursuant a lease agreement dated February 6, 2014 ("Lease").

The Permission granted to the County by the City to use the Premises is subject to the terms, covenants, and conditions stated herein and the County covenants as a material part of the consideration of this Office Space Use Agreement ("Use Agreement") to keep and perform each and all of said terms, covenants, and conditions. Nothing in this Use Agreement is intended to create any legal obligations under the Lease between Landlord and the County or its employees.

TERMS AND CONDITIONS

1. **Term.** This Use Agreement shall be effective as of _____ and shall remain in effect for an initial term ending on December 31, 2016 and shall automatically renew for a second term of five years to coincide with the next term of the Interlocal Agreement for Provision of District Court Services dated 2006 ("Court Services Agreement"), attached to this Use Agreement at Exhibit "B". The second term shall end

on December 31, 2021. It is the Parties' intent that the Court Services Agreement be extended through December 31, 2021 and that the two agreements run concurrently through that date. The Parties therefore each waive their right to terminate under Section 1.2 of the Court Services Agreement for the third five-year term commencing on January 1, 2017 and ending on December 31, 2021.

2. **Termination.** This Use Agreement terminates on December 31, 2021. Any renewal or extension of this Use Agreement shall be by written agreement and authorized by the City and County councils.

3. **Notice.** Unless provided otherwise herein, notices required under this Use Agreement shall be given in writing to the following respective addresses:

For the City:
City of Bellevue
450 110th Avenue N.E.
Bellevue, Washington 98009
Attn: Jerome Roache,
City Attorney's Office

For the County:
King County Facilities Management Division
Real Estate Services Section
500 – 4th Avenue, Room 830
Seattle, WA 98104
Attn: Lease Administration

King County
District Court
516 Third Avenue South, Room W1034
Seattle, Washington 98104

4. **Rent.** As consideration for the Permission granted by the City in this Use Agreement and in lieu of payment of rent, the County covenants and agrees to operate a District Court pursuant to the terms and conditions outlined between the Parties in the Court Services Agreement.

5. **Utilities.** The City shall ensure that all utilities are furnished, maintained, and repaired to the Premises at the City's sole cost and expense, including all utility charges, during the term of this Use Agreement, except as otherwise provided herein. The County will participate with the City in energy conservation programs at the Premises during the term of this Use Agreement.

6. **Telephone, internet and video.** The County will provide phone service and phones, and internet access to serve the court areas through the King County Lync system. If additions or changes to the phone or data service are requested by either the County or the City, the party making the request shall bear the cost of the addition or change. A joint request for an addition or change shall be made only after the Parties have agreed upon an allocation to share the costs of that addition or change. The City and County will coordinate on future provisions for video arraignment if mutually desired.

7. **Custodial.** The City shall provide and shall be responsible for the cost of all

janitorial services and other cleaning of the Premises appropriate to maintain the Premises in a manner consistent with the janitorial standards currently in place at Bellevue City Hall. The City shall ensure that all custodial staff have completed the security clearance process per Section 10. The frequency of janitorial services and other cleaning of the Premises is set forth in Exhibit "C" to this Use Agreement.

8. **Maintenance and Repairs.** During the term of this Use Agreement, the City will be responsible for ensuring that the Premises are maintained by the Landlord in a reasonable condition consistent with the Landlord's obligations under the Lease. By occupying the Premises, the County shall be deemed to have accepted the Premises as being in good, sanitary order, condition and repair. The County shall be responsible for maintenance and repair of the County's personal property as detailed in the Work Letter Exhibit D at the County's expense. The County shall upon the expiration or sooner termination of this Use Agreement surrender the Premises to the City in good condition, ordinary wear and tear and damage from causes beyond the reasonable control of the County excepted. At its option and prior to surrendering the Premises, the County may remove any systems or equipment paid for by the County.

The City shall be responsible for repairs to property, other than the County's personal property, and will ensure they are made in a timely fashion by the Landlord. If the Landlord fails to make the repairs, the City will take appropriate action in accordance with this Agreement. To the extent possible, the City will ensure that building maintenance and repairs are conducted in a manner that results in minimal disruption to court processes. Except in cases of emergency, work shall be completed without disruption to Court functions from excessive noise, dust, or service interruption, and to prevent visible and audible access by vendors and contractors to sensitive Court proceedings and/or evidence. In the event that a courtroom judge or Court management staff requests that a work-related disturbance cease, the vendor or contractor responsible for the disturbance must cease work or relocate to an area where Court operations will be not be disturbed.

9. **Contact for Custodial and Maintenance Issues.** The following individuals shall be contacted as needed to address any custodial or maintenance issues at the Premises as listed on the King County Responsibility matrix:

For the City:
FIXIT Staff
FIXIT@bellevuewa.gov
425-452-4610

If escalation is needed,
John Koffley
(or Current Facilities Manager)
450 110 Ave. NE
Bellevue, WA 98004
425-452-6153

For the County:
K.C. Facilities Management Division
Building Services Section
500 – 4th Avenue, Room 800
Seattle, WA 98104
Attn: Manager,
Building Services
206-477-9431

10. **Building Access.**

10.1 Key Card Access. Access to the Premises during times other than 8:30 a.m. to 4:30 p.m., Monday through Friday ("After Hours"), shall be through a key card system, which shall be managed by the County. The City shall provide the County with a list of all City employees working at the Premises who will need a key card for access and a list of all custodial staff, maintenance and repair staff of the City, its contractors, or the Landlord, that will need After Hours access to the premises. The County shall provide one key card to each individual on the lists provided by the City after the individual successfully completes the security clearance process described at Exhibit E and consents in writing to the County's key card policies and its successive updates, including provisions relating to payment of costs for replacement cards. The County will initially provide up to 50 cards in 2015 and 10 cards in each subsequent year during the term of this Use Agreement, at no cost to the City. The City will reimburse King County for any cards issued in excess of the above stated numbers and for replacement cards issued to Bellevue-authorized cardholders. Except in the event of an emergency as provided in Section 10.4, no person without a valid key card shall have After Hours access to the Premises unless he/she is escorted by an employee of the City or County who has a security clearance.

10.2 After Hours Alarm and Fines. The County will be responsible for the building's intrusion alarm system for After Hours work pursuant to the protocol in Exhibit F. If fines are imposed by the City due to the activation of an After Hours alarm, the fines will be paid by the County if a County employee activated the alarm and the City if a City employee activated the alarm.

10.3 Security Screening. The County shall provide security screening for all persons entering the Premises between 8:30 a.m. and 4:30 p.m., Monday through Friday ("Business Hours") except Court holidays. The Parties agree that one security screener will be provided pursuant to this Section and that additional security screeners will be provided only upon written agreement by the Parties. The cost of security screening shall be charged to the City as a City Case Cost pursuant to Section 4 of the Court Services Agreement.

10.4 Control of Premises. Except as otherwise provided herein, the City or its Landlord may enter the Premises for emergency purposes without prior consent of the County, provided, the City shall notify the County of such entry and the purpose for the entry as soon as reasonably possible thereafter. The City or its Landlord shall be entitled to enter the Premises in non-emergency situations following reasonable advance notice only as follows: (a) at reasonable times to inspect the Premises; (b) to maintain and repair the Premises; (c) for the purpose of maintenance and repair, erect scaffolding and other necessary structures when reasonably required by the character of the work performed, provided that (i) the entrance to the Premises shall not be blocked thereby, and (ii) the Court activities of the County shall not be interfered with unreasonably as outlined in Section 8.

10.5 **Safety Protocols.** The Parties, through their designated County and City representatives, will work together to develop safety protocols for the building, which includes but is not limited to, evacuation and lockdown drills. The Parties will develop a mechanism for sharing the cost of any new safety equipment that the Parties agree is necessary for the safety of building occupants.

11. **Parking.** Unsecured parking will be provided to all staff in designated parking areas. Six (6) stalls on the ground level beneath the building will be designated as reserved for the County. Any vehicle inappropriately parked may be subject to ticketing and/or towing.

12. **Shuttle Usage.** The Landlord may implement a shuttle service at the Bellefield Building pursuant to the terms of the Lease. The shuttle service is not intended for use by County employees or members of the public who are at the Bellefield Building for Court-related matters. The County shall instruct its employees that they are not permitted to use the shuttle service.

13. **Amenity Usage.** County employees who work at the Premises shall have access to the Fitness Center located at the Bellefield Office Park so long as this amenity is provided by Landlord at no cost. Access to this amenity shall be as provided in the Lease.

14. **Possession/Use.** The County shall use the Premises only for the direct purpose of operating the King County District Court or other District Court-related functions (hereafter, the "Permitted Use"). The County may use the Premises for a use other than a Permitted Use only after obtaining permission from the City. The County shall comply with all federal, state, and local laws, rules, ordinances, and codes affecting its use of the Premises.

15. **Assignment and Sublease.** The County shall not assign this Use Agreement or sublet the Premises.

16. **Alterations and Furnishings.** Unless otherwise agreed to in writing, the County may not remodel or refurbish the Premises in any way without receiving the written consent of the City, which shall not be unreasonably denied. The installation shall be done in a manner that minimizes any damage to the Premises. Upon termination of this Use Agreement, unless otherwise agreed to in writing, the County shall remove all County-owned free-standing cabinets, shelves, counters, and desks from the Premises, and shall promptly repair any nail or screw holes or other damage to the Premises resulting from the installation and removal of the same.

17. **Condition of Premises.** The County has inspected the Premises and any equipment, appliances, and fixtures which are included as part of the Premises, and accepts them in "as is" condition. The County acknowledges that the City has made no representation or warranty concerning the condition of the Premises, or any appliances or

fixtures. The County has the right to use all equipment, appliances, furniture and fixtures which are included as part of the Premises provided that such use shall conform to commercially reasonable use, normal wear and tear excepted. The City, either on its own or through its Landlord, shall be responsible for maintaining the parking areas, sidewalk and doorway in front of the Premises, keeping them clear of debris, snow and ice.

18. **Tenant Improvements.** Prior to the commencement of the term hereof, the City shall arrange for certain improvements to the Premises (the "Tenant Improvements"), pursuant to the provisions of Exhibit D attached hereto. The Premises shall be deemed completed and the Premises delivered on the date the Tenant Improvements are Substantially Complete as defined in Exhibit D.

19. **Indemnity and Hold Harmless.** The County agrees to indemnify and hold the City harmless as provided herein to the maximum extent possible under law. Accordingly, the County agrees for itself, its successors, and assigns, to defend, indemnify, and hold harmless the City, its appointed and elected officials, volunteers and employees from and against liability for all claims, demands, suits, causes of action and judgments, including costs of defense thereof for injury to persons, death, or property damage which is caused by, arises out of, or is incidental to the County's exercise of rights and privileges granted by this Use Agreement, except to the extent of the City's negligence.

The City agrees to indemnify and hold the County harmless as provided herein to the maximum extent possible under law. Accordingly, the City agrees for itself, its successors, and assigns, to defend, indemnify, and hold harmless the County, its appointed and elected officials, volunteers and employees from and against liability for all claims, demands, suits, causes of action and judgments, including costs of defense thereof for injury to persons, death, or property damage which is caused by, arises out of, or is incidental to the City's exercise of rights and privileges granted by this use Agreement, except to the extent of the County's negligence.

Where such claims, demands, suits, and judgments result from the concurrent negligence of the Parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each Party's negligence. Each of the Parties agrees that its obligations under this Section extend to any claim, demand, cause of action and judgment brought by, or on behalf of, any of its employees or agents. For this purpose, each of the Parties, by mutual negotiation, hereby waives, with respect to each of the other Party's only, any immunity that would otherwise be available against such claims under the industrial insurance provisions of Title 51 RCW. In the event that any of the Parties incurs any judgment, award, and/or cost arising therefrom, including attorney fees, expenses, and costs shall be recoverable from the responsible Party to the extent of that Party's negligence.

20. **Insurance.** The City acknowledges, accepts, and agrees that the County is self-insured. If requested by the City, the County will provide proof of such self-

insurance including evidence that the County is insuring the content of the structure, upon the request of the City.

21. **No Limitation.** The County's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the County to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity

22. **Waiver of Subrogation.** The County and the City hereby release and discharge each other from all claims, losses and liabilities arising from or caused by any hazard covered by property insurance on or in connection with the Premises or the building in which the Premises are located. This waiver of subrogation shall apply only to the extent that such claim, loss or liability is covered by insurance.

23. **Governing Law and Venue.** This Use Agreement shall be interpreted in accordance with the laws and court rules of the State of Washington in effect on the date of execution of the Use Agreement. In the event any party deems it necessary to institute legal action or proceedings to ensure any right or obligation under this Use Agreement, the Parties hereto agree that such action or proceedings shall be brought in a court of competent jurisdiction situated in King County, Washington.

24. **Dispute Resolution.** Any dispute arising under this Use Agreement that cannot be resolved to the satisfaction of the Parties, may be referred by either party to the Court Facility Management Review Committee ("CFMRC") as provided in Section 2.4 of the Court Services Agreement. If the CFMRC is unable to resolve the dispute by mutual agreement within 60 days of referral, then the dispute may be referred by either party to non-binding mediation. The mediator will be selected in the following manner: The City shall propose a mediator and the County shall propose a mediator; in the event the mediators are not the same person, the two mediators shall select a third mediator who shall mediate the dispute. Alternately, the City and the County may agree to select a mediator acceptable to both parties. The Parties shall share equally in the costs charged by the mediator or mediation service.

25. **Force Majeure.** The term "force majeure" shall include but is not limited to acts of Nature, acts of civil or military authorities, fire, terrorism, accidents, shutdowns for purpose of emergency repairs, lockouts, strikes, and any other labor, civil or public disturbance, inability to procure required construction supplies and materials, delays in environmental review, permitting or other environmental requirement or work, delays as a result of legal or administrative challenges brought by parties other than signatories to this agreement, delays in acquisition of necessary property or interests in property, included the exercise of eminent domain, or any other delay resulting from any cause beyond a party's reasonable control, causing the inability to perform its obligations under this Use Agreement.

26. **Partial Invalidity.** Whenever possible, each provision of this Use Agreement shall be interpreted as to be effective and valid under applicable law. Any

provision of this Agreement which shall prove to be invalid, unenforceable, void, or illegal shall in no way affect, impair, or invalidate any other provisions hereof, and such other provisions shall remain in full force and effect.

27. **Damage or Destruction of Premises.** In the event the Premises are substantially damaged such that it is rendered unusable for Court services or totally destroyed by a casualty, either the City or the County shall have the option to immediately terminate this Use Agreement. The City and the County may by written agreement agree to the City's repair of the Premises or provide an alternative location for the County to continue operations.

28. **Anti-Discrimination.** City and County shall not discriminate on the basis of race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification, in the employment or application for employment or in the administration or delivery of services or any other benefits under King County Code Ch. 12.16.125. City and County shall comply fully with all applicable federal, state and local laws, ordinances, executive orders and regulations that prohibit such discrimination. These laws include, but are not limited to, chapter 49.60 RCW, and Titles VI and VII of the Civil Rights Act of 1964. Any violation of this provision shall be considered a default of this Agreement and shall be grounds for cancellation, termination, or suspension, in whole or in part, of the Agreement and may result in ineligibility for further agreements with the County.

29. **Captions.** The section and paragraph captions used in this Use Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Use Agreement.

30. **Miscellaneous.**

A. This Use Agreement shall be binding upon and run to the benefit of the heirs, personal representatives, and assigns of each party, provided, the County shall not assign this Use Agreement without the City's written consent.

B. If either party brings a suit against the other to enforce any rights or obligations contained in this Use Agreement, the losing party shall pay the prevailing party's reasonable attorney's fees and costs.

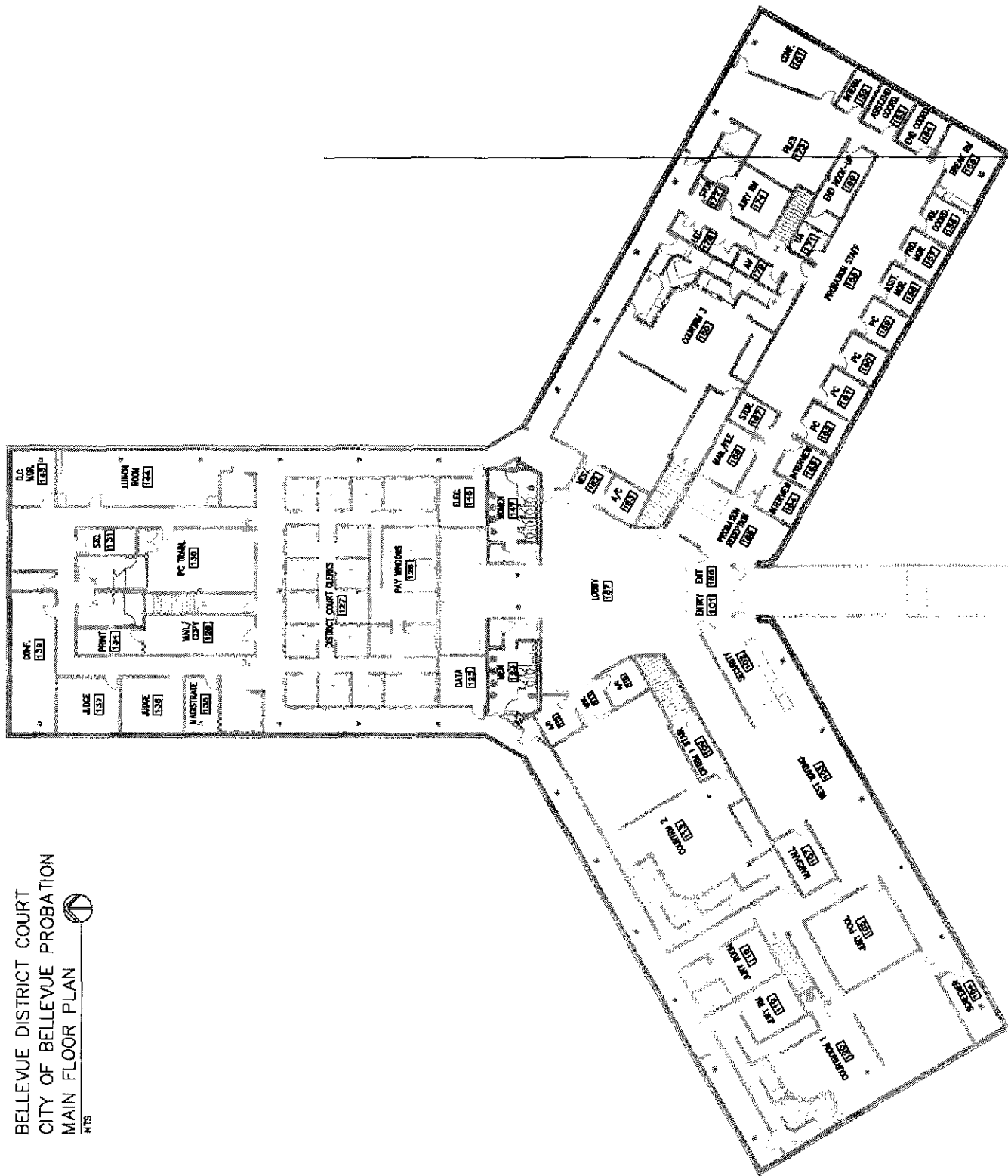
C. Sections 3, 7, 8, 9, 10, and 11, and the exhibits of this Use Agreement may be amended by written agreement of the County Executive and City Manager provided the amendments are consistent with the intent of the Agreement.

D. Additional responsibilities of the Parties are outlined in the Work Letter attached to this Use Agreement at Exhibit D.

BELLEVUE DISTRICT COURT
 CITY OF BELLEVUE PROBATION
 MAIN FLOOR PLAN



NTS



INTERLOCAL AGREEMENT FOR PROVISION OF DISTRICT COURT SERVICES BETWEEN KING COUNTY AND THE CITY OF BELLEVUE

THIS INTERLOCAL AGREEMENT ("Agreement") FOR PROVISION OF DISTRICT COURT SERVICES BETWEEN KING COUNTY ("County") AND THE CITY OF BELLEVUE ("City") is entered on this 28 day of December, 2006. Collectively, the County and the City are referred to as the "Parties." "Cities" refers to all Cities that have signed an Agreement for District Court Services to begin January 1, 2007.

Whereas, the City and County are currently parties to an Interlocal Agreement for Provision of District Court Services between the County and the City effective January 1, 2005 through December 31, 2006 ("Existing Agreement"); and,

Whereas, the Parties have developed by consensus a District Court Operational Master Plan that provides the background and foundation for this Agreement; and,

Whereas, the Parties support the District Court's mission statement that recognizes the value of working together to provide an accessible forum for the fair, efficient, and understandable resolution of civil and criminal cases and maintaining an atmosphere of respect for the dignity of individuals; and,

Whereas, the County values the City as a customer and intends to provide a predictable level and quality of service; and,

Whereas, it is the intent of the Parties to establish mechanisms within this Agreement to ensure court service, case processing and court operations are delivered as consistently as possible within each court and across the District Court system; and,

Whereas, the Parties have established within this long term Agreement a process under which District Court services, facilities, and costs can be mutually reviewed; and,

Whereas, consistent with Recommendation #8 of the 2005 District Court Operational Master Plan, the County will continue to support a unified, Countywide District Court, utilizing existing facilities, to provide for a more equitable and cost effective system of justice for the citizens of King County. Pursuant to the 2005 District Court Operational Master Plan, the County will:

- A. Ensure Court facilities promote system efficiencies, quality services and access to justice,
- B. Consolidate District Court facilities that exist in the same city,
- C. Reconsider facilities if there are changes with contracting cities or changes in leases,
- D. Work with the Cities to develop a facility master plan as it relates to the District Court; and,

Whereas, the Parties are replacing the Existing Agreement with a long term agreement which provides sufficient revenue to the County to allow for the continued provision of District Court services and provides the City with a service level commensurate with that revenue;

NOW THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1.0 Term

1.1 This Agreement shall be effective as of January 1, 2007 and shall remain in effect for an initial term of five years ending on December 31, 2011, provided that unless terminated or alternately extended pursuant to this Agreement, this Agreement shall be automatically extended upon the same terms and conditions for a second five year term commencing January 1, 2012, and ending on December 31, 2016. In addition, this Agreement shall automatically extend upon the same terms and conditions for a third five year term thereafter (commencing January 1, 2017, and expiring on December 31, 2021), unless terminated or alternately extended as provided herein.

1.2 Termination and Notice of Termination. This Agreement is terminable by either party without cause and in its sole discretion if such party provides written notice to the other party no later than 18 months prior to the expiration of the five year term then running. For the initial five year term, notice shall be provided no later than June 30, 2010. For the second five year term, notice shall be provided no later than June 30, 2015. For the third five year term, notice shall be provided no later than June 30, 2020. For each of the five year terms, the termination shall be effective at the end of the five year term then running.

1.3 Extension pending conclusion of negotiations with respect to amending Agreement. The Parties may agree in writing to extend the term of this Agreement upon the same terms and conditions if the Parties are negotiating in good faith for changes to the Agreement. The extension shall be such that termination occurs not less than 18 months after the end of good faith negotiations. The end of good faith negotiations may be declared in writing by either party. Following such declaration, there shall be a 30 day period in which either party may provide written notice to the other party of its intent to terminate this Agreement at the end of the extended Agreement term.

2.0 Services; Oversight Committees

2.1 District Court Services Defined. The County and District Court shall provide District Court Services for all City cases filed by the City in King County District Court. District Court Services as used in this Agreement shall mean and include all local court services imposed by state statute, court rule, City ordinance, or other regulations as now existing or as hereafter amended, including but not limited to the services identified in Sections 2.1 through 2.2.7. Nothing in this Agreement shall permit the City to regulate

the administration of the court or the selection of particular judges to hear its cases by city ordinance.

2.2 The Parties recognize that GR 29 requires that the ultimate decision making authority regarding the management and administration of the Court rests with the Presiding Judge and/or the Division Presiding Judge, and the Parties recognize that the duties imposed by GR 29 are non-delegable except as provided otherwise in GR 29. The provisions of Sections 2.1 through 2.2.7 of this Agreement are subject to GR 29 and the non-delegable duties and responsibilities of the Presiding Judge and/or the Division Presiding Judge contained therein.

2.2.1 Case Processing and Management. The County and District Court shall remain responsible for the filing, processing, adjudication, and penalty enforcement of all City cases filed, or to be filed, by the City in District Court, whether criminal or civil. Such services shall include but not be limited to: issuance of search and arrest warrants; the conduct of motions and other evidentiary hearings; pre-trial hearings; discovery matters; notifications and subpoenaing of witnesses and parties prior to a scheduled hearing; providing to the City prosecutor (and contract City prosecutor who has signed the required Department of Licensing confidentiality agreement), complete court calendars, defendants criminal histories ("DCH"), abstracts of driving records ("ADR"), and other documentation necessary to efficient caseload management prior to a scheduled City court calendar; the conduct of bench and jury trials; pre-sentence investigations; sentencing; post-trial motions; the duties of the courts of limited jurisdiction regarding appeals; and any and all other court functions as they relate to municipal cases filed by the City in District Court. Upon mutual agreement of the City and the District Court, the District Court may provide some or all of the documents and information required under this section to the City by alternative means, such as electronic files.

2.2.2 Changes in Court Processing. Except when determined by the Presiding Judge that a shorter notice period is necessary, the District Court shall provide the City's designated representative(s) of the Court Facility Management Review Committee ("CFMRC") with two months notice by U.S. Mail or e-mail prior to changes in Court processing procedures that directly impact City operations in order to provide the City with adequate time to assess the effect of proposed changes on City operations, unless a shorter timeframe for notice is mutually agreed upon by the Parties through the CFMRC.

2.2.3 Customer Service Standards. The District Court shall provide a means for the public to contact the Court by telephone, including transferring the caller to a particular Court facility if requested, and front counter access to each Court facility during regular business hours, without lengthy wait. The District Court Management Review Committee ("DCMRC") shall establish

performance measures and standards for telephone and front counter access, including reporting requirements. The District Court shall make reasonable efforts to meet or exceed the standards. In the event the District Court fails to meet the standards, the District Court shall draft an action plan and submit it to the DCMRC for consideration and direction. In order to minimize workload on District Court staff, the City prosecutor and paralegal staff shall continue to have access to the District Court court files in order to most efficiently obtain copies and other necessary information.

2.2.4 Probation Services. The County shall provide probation services unless a City opts to provide its own probation services and notifies the County in writing that it does not wish the County to provide probation services at least six months prior to the effective date of this Agreement or six months prior to January 1 of the year in which probation services shall be discontinued. Notwithstanding this provision, the County may terminate probation services upon not less than six months advance written notice to the City if (a) the County is unable to procure sufficient primary or excess insurance coverage or to adequately self-insure against liability arising from the provision of probation services, and (b) the County ceases to provide probation services throughout King County District Court.

2.2.5 The City may purchase additional court services (such as drug court, mental health court, or relicensing) from the County under mutually agreeable terms.

2.2.6 Regular Court Calendars.

2.2.6.1 Definition of Regular Calendar. A Regular Calendar is defined as a recurring court calendar which requires the attendance of the City prosecutor, public defender, or police officers (hereafter "Regular Calendar"). A City budget for court services assumes a finite number of Regular Calendars. The provisions of Section 2.2.6 regarding Regular Calendars do not apply to other judicial functions and hearings, including but not limited to, jail hearings at the King County Jail in Seattle or at the Regional Justice Center, hearings or trials that cannot be set on the City's Regular Calendar due to time limitations or transport issues, search warrants, infraction hearings where a city attorney is not required to be present, or mitigation hearings.

2.2.6.2 Scheduling of Regular Calendars. The City's Regular Calendars shall remain scheduled on every Monday through Friday in the morning and afternoon. Any Regular Calendar that is to occur on a day other than the day or days specified in this subsection shall require the mutual consent of the Parties. However, the City's prior consent shall not be required if a Regular Calendar is moved to the next judicial day following a day on which the Court was closed due to a court holiday.

2.2.7 City Judicial Services. Not later than September 30th, the Cities¹ whose cases are primarily heard at the same District Court facility shall submit in writing to the Chief Presiding Judge a pool of District Court judges who may hear these Cities' Regular Calendars beginning the next calendar year. The pool shall consist of not less than 75% of the judges elected or appointed to the judicial district wherein the facility is located. Within 30 days of an election or notice to Cities of an appointment of a new judge within the judicial district, the Cities shall be entitled to recreate their pool of District Court judges. The recreated pool shall take effect within thirty days of submission of the pool. In the case of an election, the recreated pool shall take effect the next calendar year following the election. Except when the Chief Presiding Judge deems an alternative assignment is necessary, the Chief Presiding Judge shall assign judges from these Cities' pool of judges to hear their Regular Calendars. If no pool of judges is submitted by the Cities at a particular facility, the Chief Presiding Judge may assign any judge of the District Court to hear the Regular Calendars at that facility. All other judicial functions and hearings that are not set on the City's Regular Calendars can be heard by any judicial officer of the District Court against whom an affidavit of prejudice has not previously been filed that would prevent the judicial officer from hearing the matter.

2.2.8 The County shall provide all necessary personnel, equipment and facilities to perform the foregoing described District Court Services in a timely manner as required by law and court rule.

2.3 District Court Management Review Committee (DCMRC).

2.3.1 System-wide issues related to the services provided pursuant to this Agreement will be monitored and addressed through a District Court Management Review Committee. The Committee shall consist of the District Court Chief Presiding Judge, the District Court Chief Administrative Officer, any other District Court representatives designated by the District Court Chief Presiding Judge or Chief Administrative Officer, a representative of the King County Executive, and one representative for each city. On or before the effective date of this Agreement, the City shall identify in writing to the Chief Presiding Judge the name, phone number, e-mail and postal address of its representative and to whom notice as provided in this Section shall be sent. If the City wishes to change the information provided to the Chief Presiding Judge, it shall notify the Chief Presiding Judge in writing at least seven days prior to the change. The City may send its representative or the representative's designee to the DCMRC meetings.

¹ Procedures of this section shall also apply if only one City is using a court facility.

2.3.2 The DCMRC shall meet at least quarterly unless otherwise agreed and shall make decisions and take actions upon the mutual agreement of the Cities, the County, and the Chief Presiding Judge. Mutual agreement of the Cities is defined as votes representing 65% of total Cities' case filings for the prior calendar year and 65% of all Cities. The County, the Chief Presiding Judge, or the Cities can vote at any time up to 45 days after DCMRC action unless mutual agreement has been reached sooner. The Chief Presiding Judge or his/her designee shall schedule meetings and submit proposed agendas to the representatives. Any representative may suggest additional agenda items. The Chief Presiding Judge or his/her designee shall provide the Committee representatives with written notice of the actions taken by the DCMRC in a timely manner.

2.3.3 The DCMRC shall ensure that a cost and fee reconciliation is completed at least annually and that the fees retained by the County and remitted to the City are adjusted to ensure that the County fully recovers its City Case Costs and that the City retains the remaining Fees, as defined and described in Section 4, below.

2.3.4 The DCMRC shall provide recommendations and/or guidelines regarding the implementation of services under this Agreement including, but not limited to, court calendar scheduling, public access (such as phone and counter services), officer overtime, officer availability (such as vacation and training schedules), new technology, facility issues, jail issues, and warrant issues.

2.4 Court Facility Management Review Committees (CFMRC). Facility level issues related to this Agreement shall be addressed by the Court Facility Management Review Committee established for each Facility, taking into consideration guidance from the DCMRC. The CFMRC for each Division/facility shall consist of the judges at that facility, the Division presiding judge, the Division director, the court manager, the applicable City prosecutor/attorney, the applicable City public defender, and such other representatives as the City or the District Court wishes to include. On or before the effective date of this Agreement, the City shall identify in writing to the Division Presiding Judge the name(s), phone number(s), e-mail and postal address(es) where notice of meetings shall be sent. If the City wishes to change the information provided to the Division Presiding Judge, it shall notify the Division Presiding Judge at least seven days prior to the change. The City may send its representative(s) or the representative's designee to the CFMRC meetings. Each CFMRC shall meet monthly unless the Court and the applicable Cities agree to cancel a particular meeting. The members shall agree on meeting dates. The CFMRC shall make decisions and take actions upon the mutual agreement of the representatives.

3.0 Facilities

3.1 Utilizing Existing Facilities

- 3.1.1 The County is committed to a unified, Countywide District Court and intends to utilize existing facilities pursuant to the provisions of Section 3.1. The County shall operate a court facility within the cities of Burien, Kent, Redmond, and Shoreline unless (1) it obtains agreement from all Cities served in the city in which the facility is located, or (2) notice has been given to terminate the Agreement by the city in which the facility is located.
- 3.1.2 If the County determines that it will close the court facility within the cities of Burien, Kent, Redmond, and Shoreline and relocate District Court services within the same city, the County shall provide written notice to the City(ies) served in the affected facility. Relocation of the City(ies)'s District Court services under this subsection shall result from the County's determination, after consultation with the City(ies) served in the affected facility, that continuing to operate the facility would 1) pose health and safety risks; 2) exceed the facility's useful life based on the cost of maintaining the facility; or 3) not be able to minimally meet the operational needs of the District Court.
- 3.1.3 If a facility is to be closed pursuant to Subsections 3.1.1 or 3.1.2, the County shall work cooperatively with City(ies) served in the facility to relocate affected District Court services to a different facility. A city impacted by a facility closure may choose to relocate to an existing facility or move to a different facility. If District Court does not already provide services in the location(s) proposed for the displaced services, the County and the Cities served in the facility to be closed shall negotiate in good faith a separate agreement which includes, but is not limited to, identifying the location of these services, cost sharing responsibilities and financial commitment, ownership interest (if applicable), and implementation schedule. If the County and any of the City(ies) served in the facility to be closed do not enter into the separate agreement within 24 months from the County's notice provided under Subsection 3.1.1 or 3.1.2, either party may provide written notice of termination notwithstanding other provisions of this Agreement related to termination. The termination date shall be at least 18 months from the date of the notice of termination unless an earlier date is agreed to by the parties.
- 3.1.4 If, after consulting with the City(ies) served in the court facility within the city of Issaquah, the County gives written notice to the affected City(ies) to close the Issaquah facility, the County shall work cooperatively with the City(ies) served in the facility to relocate affected

District Court services to a different facility. A city impacted by a facility closure may choose to relocate to an existing facility or move to a different facility. If District Court does not already provide services in the location(s) proposed for the displaced services, the County and the City(ies) served in the Issaquah facility shall negotiate in good faith a separate agreement which includes, but is not limited to, identifying the location of these services, cost sharing responsibilities and financial commitment, ownership interest (if applicable), and implementation schedule. If the County and any of the City(ies) served in the Issaquah facility do not enter into the separate agreement within 24 months from the County's notice of closure provided under this Subsection, either party may provide written notice of termination notwithstanding other provisions of this Agreement related to termination. The termination date shall be at least 18 months from the date of the notice of termination unless an earlier date is agreed to by the parties.

- 3.1.5 Notwithstanding any provisions of Section 3.1, the County may relocate District Court services provided in the Aukeen facility to the Regional Justice Center.
- 3.1.6 The annual facility charges for the District Court facilities that exist in the cities of Burien, Kent, Redmond, and Shoreline at the commencement of this Agreement, satisfy the financial obligations of the Cities served by these facilities for facility operations and daily maintenance, major maintenance, and other costs necessary to maintain existing facilities. This charge does not cover the costs associated with capital improvements as defined in Section 3.3 and does not entitle the City to any funds or credit toward replacement of the existing facility. The annual facility charge will be included as a reimbursable City Case Cost under Exhibit A with the exception that space that is dedicated to the sole use and benefit of either a city, the County, or other tenant, shall be excluded from the total square footage and be the sole financial responsibility of the benefiting party. Reimbursement for space dedicated to the sole use of the City shall be based on the financial terms in Exhibit B and included as a City Case Cost under Exhibit A. All other terms and conditions for the City dedicated space shall be covered in a separate lease agreement. Each year, the County will identify in Exhibit A the square footage of dedicated space for each facility. Empty or unused space at a facility, previously used as dedicated space for the sole benefit and use of either the County, the City(ies), or other tenant, shall be excluded from the total square footage. The annual charges for the Burien, Kent, Redmond and Shoreline facilities are calculated in accordance with Exhibit B.
- 3.1.7 The annual facility charge for the District Court facility that exists in the city of Issaquah at the commencement of this Agreement, satisfies the financial obligations of the Cities served by that facility for facility

operations and daily maintenance, major maintenance, and lease costs. This charge does not cover the costs associated with capital improvements as defined in Section 3.3 and does not entitle the City to any funds or credit toward replacement of the existing facility. This charge also does not cover costs for necessary and unanticipated major repairs that are not scheduled under the County's major maintenance program. (Examples of such repairs include, but are not limited to, repairs necessitated by flood, fire or earthquake.) The County and the Cities receiving District Court services in the Issaquah facility agree to negotiate in good faith a separate agreement for a cost sharing plan for these unanticipated major repairs. The annual facility charge will be included as a reimbursable City Case Cost under Exhibit A with the exception that space that is dedicated to the sole use and benefit of either a city, the County, or other tenant, shall be excluded from the total square footage and be the sole financial responsibility of the benefiting party. Reimbursement for space dedicated to the sole use of the City shall be based on the financial terms in Exhibit C and included as a City Case Cost under Exhibit A. All other terms and conditions for the City dedicated space shall be covered in a separate lease agreement. Each year, the County will identify in Exhibit A the square footage of dedicated space for each facility. Empty or unused space at a facility, previously used as dedicated space for the sole benefit and use of either the County, the City(ies), or other tenant, shall be excluded from the total square footage. The annual charge for the Issaquah is calculated in accordance with Exhibit C.

- 3.1.8 Cities will pay an annual facilities charge for space used for the Call Center and Payment Center. The charge shall be calculated in accordance with Exhibit B and included as a reimbursable City Case Cost under Exhibit A with the exception that space that is dedicated to the sole use and benefit of the County shall be excluded from the total square footage for this space.

3.2 Bellevue Court Facility

- 3.2.1 The County and the City of Bellevue agree to work cooperatively to enter into a separate agreement by December 31, 2006 to determine the future location for the Bellevue Court Facility. The parties agree to negotiate in good faith with regard to such agreement to determine whether it is in the mutual interest of the parties to provide for a different facility under a separate agreement and what the terms of such separate agreement will be. The agreement should include, but is not limited to the following:

- (i) Identifying a facility location within the city limits of Bellevue
- (ii) Cost sharing responsibilities and financial commitment
- (iii) Ownership interest
- (iv) Allocation of Implementation Responsibilities

- (v) Implementation schedule
- (vi) Operational terms including but not limited to:
 - Technological compatibility with Bellevue's technological systems and components to ensure efficient and effective provision of services
 - Space for the Bellevue Probation Department
 - Depending on location of facility, space for City of Bellevue Prosecution staff
 - Holding cells at facility

3.2.2 The County agrees to conduct a Bellevue Court Site Analysis as part of the District Court Facilities Master Plan. The County will work cooperatively with the City of Bellevue on the Court Site Analysis which will include a market analysis in search of appropriate future locations for the court and identification of facility options and costs. The County and the City of Bellevue agree to work cooperatively to enter into a memorandum of understanding for sharing initial planning costs. On or before July 1, 2006, the County and the City of Bellevue will enter into negotiations for a separate agreement, with the intent to have the agreement approved by December 31, 2006.

3.2.3 If a satisfactory agreement is not reached by June 30, 2007, either the County or the city of Bellevue may terminate this Agreement no earlier than December 31, 2008. Notice of such termination must be provided no later than 18 months prior to the termination date.

3.2.4 The District Court will continue to operate at Surrey Downs under the terms of a separate lease agreement between the County and Bellevue until a different District Court facility is operational in the city of Bellevue or December 31, 2008, whichever occurs first, unless otherwise mutually agreed by the County and the city of Bellevue

3.3 Capital improvement projects are those projects identified in the approved District Court Facilities Master Plan or Capital Improvement Plan.

3.3.1 Capital improvement projects for space that is dedicated to the sole use and benefit of either the City(ies) or the County shall be funded by the benefiting party. In the case of a capital improvement project solely benefiting the City(ies), the County and the City(ies) will accomplish payment through a separate agreement.

3.3.2 Capital improvement projects at a facility for space benefiting all parties served in the facility shall be presented to the affected CFMRC. The Cities' contribution to the costs of the capital improvement projects shall be determined by mutual agreement of the County and the cities served in the affected facility. Absent an approved capital cost sharing agreement

between the County and the cities served in the affected facility, the Cities are not responsible for capital project costs.

4.0 Revenue; Filing Fees Established; City Payments in Lieu of Filing Fees; Local Court Revenue Defined.

4.1 Filing Fees Established. A filing fee is set for every criminal citation or infraction filed with the District Court. Filing fees will be established each year by the DCMRC pursuant to statutory criteria and this Section. At the commencement of this Agreement, the filing fees shall be as set pursuant to the Existing Agreement.

4.1.1 Pursuant to RCW 3.62.070 and RCW 39.34.180, the County will retain its portion of Local Court Revenues (as defined below) and additional payments pursuant to Section 4.5, if any, as full and complete payment by the City for services received under this Agreement.

4.1.2 In entering into this Agreement for District Court Services, the City and County have considered, pursuant to RCW 39.34.180, the anticipated costs of services, anticipated and potential revenues to fund the services, including fines and fees, filing fee recoupment, criminal justice funding and state sales tax funding.

4.2 Compensation for Court Costs. The Parties agree that the County is entitled to sufficient revenue to compensate the County for all City Case Costs incurred during the term of this Agreement. For purposes of this Agreement, "City Case Costs" means the sum of the costs for the City as determined by the County pursuant to Exhibit A. City Case Costs are calculated based on the Cities caseload (clerical weighted caseload approach), judicial need, and facility costs for the facility used by the City.

4.3 To ensure that the revenue provided to the County is equal to the City Case Costs incurred in each year of the term of this Agreement, the County shall perform an annual reconciliation of the actual City Case Costs in comparison to the Local Court Revenue, as defined in Section 4.9, retained by the County during that year in accordance with Exhibit A. The County will credit the Cities in the reconciliation for the Cities' share of offsetting revenue received by the County for District Court from the state, the federal government and other sources. Reconciliations shall be performed as set forth below:

4.3.1 Beginning in 2007 and each year thereafter, the County shall perform a reconciliation of its actual reported City Case Costs and the Local Court Revenue retained in the previous year. This reconciliation shall be completed no later than July 31 of each year. The County costs of performing the reconciliations shall be a reimbursable City Case Cost and included as a City Case Cost under Exhibit A.

4.3.2 No later than August 1 of the year in which the reconciliation is completed, the County shall send the City a written statement as to the findings of the reconciliation.

4.4 Subject to the adjustments set forth below, the County shall retain a percentage of Local Court Revenue (as defined below) as payment for City court services. The percentage of Local Court Revenue retained by the County shall be the percentage necessary to pay the City Case Costs. This percentage shall be based on the prior year's reconciliation pursuant to Section 4.3.1. The City shall receive any remaining Local Court Revenue. In order to more closely match Local Court Revenue retained by the County with City Case Costs (and thus lessen the amount of any additional payment or refunds pursuant to section 4.5), the DCMRC shall adjust the Cities' percentages retained by the County after July 31 of each year, for the following twelve months, based on the reconciliations of the prior year. The Chief Presiding Judge shall ensure that the County Executive receives notice of the adjustments made by the DCMRC.

4.5 In the event the reconciliation completed pursuant to Section 4.3 shows that the Local Court Revenue retained by the County in the prior year was less than the City Case Costs for that year, the City shall pay the difference to the County within 75 days of receipt of a written invoice from the County. In the event the reconciliation completed pursuant to Section 4.3 shows that the Local Court Revenue retained by the County in the prior year was more than the City Case Costs for that year, the County shall pay the difference to the City within 75 days of the County's completion of the reconciliation or, at the City's option provided in writing to the County, credit the City with such amount for the following year or extended term of this Agreement, if any.

4.6 The County retention of Local Court Revenue and the process for reconciliation and additional payments/reimbursements is in lieu of direct City payment for filing fees and it is agreed by the City and County to be payment for District Court Services provided by the County to the City under this Agreement, including but not limited to per-case filing fees.

4.7 Assuming the County has been compensated as required by this Section, all Local Court Revenue received after the expiration or termination of this Agreement but for cases filed during the term of this Agreement shall be distributed between the County and the City according to the same percentages that Local Court Revenue were distributed at the time the Agreement expired or terminated unless an extension or an amendment of this Agreement is entered into.

4.8 One-Time Costs for Technology Improvement Projects.

4.8.1 One-Time Costs for Technology Improvement Projects are defined as the costs associated with the development and implementation of technology improvement projects. The District Court shall involve the Cities in its technology planning as described in Exhibit D. The Cities shall contribute each year to a reserve (sinking fund) to cover one-time costs for

technology improvement projects in excess of \$100,000 which are included in the technology plan. This contribution covers the Cities' obligation under this Agreement for supporting one-time costs for technology improvement projects over \$100,000. Exhibit D sets forth the amount of the Cities' annual contribution to the reserve for one-time costs for technology improvement projects. Technology improvement projects which in total are less than \$100,000 in any year will be included as a reimbursable City Case Cost under Exhibit A.

4.8.2 In addition to other payments required by this Agreement, the Cities shall complete payment of their proportionate share of the total one-time cost to implement the District Court's ECR program as provided in Section 4.8 of the Existing Agreement (effective 1/1/05)). The Cities' share of the one-time cost to implement ECR shall be no more than \$56,745 per year for 2007, 2008, and 2009. The Cities' share of the one-time cost to implement ECR will be included as a reimbursable City Case Cost under Exhibit A.

4.9 Local Court Revenue Defined. Local Court Revenue includes all fines, filing fees, forfeited bail, penalties, court cost recoupment and parking ticket payments derived from city-filed cases after payment of any and all assessments required by state law thereon. Local Court Revenue includes all revenue defined above received by the court as of opening of business January 1, 2007. Local Court Revenue excludes:

1. Payments to a traffic school operated by a City.
2. Restitution or reimbursement to a City or crime victim, or other restitution as may be awarded by a judge.
3. Assessments authorized by statute, such as Domestic Violence and Crime Victims, used to fund local programs.
4. Probation revenues.
5. Reimbursement for home detention and home monitoring, public defender, jail costs, on City filed cases.
6. Revenues from City cases filed prior to January 1, 2000.

4.9.1 The City will not start a traffic violations bureau during the term of this Agreement.

4.10 All revenue excluded from "Local Court Revenue" shall be retained by the party to whom they are awarded by the court or who operates or contracts for the program involved, as appropriate.

4.11 Monthly Reporting and Payment to City. The County will provide to the City monthly remittance reports and payment to the City from the County for the City's share of Local Court Revenue no later than three business days after the end of the normal business month. On a monthly basis, the County will provide to the City reports listing City cases filed and revenue received for all City cases on which the Local Court Revenue is calculated in a format consistent with the requirements described in Exhibit

A. Unless modified by mutual agreement, Exhibit A shall set out the process and content for financial reporting to the City from the County.

4.12 Payment of State Assessments. The County will pay on behalf of the City all amounts due and owing the State relating to City cases filed at the District Court out of the gross court revenues received by the District Court on City-filed cases. The County assumes responsibility for making such payments to the State as agent for the City in a timely and accurate basis. As full compensation for providing this service to the City the County shall be entitled to retain any interest earned on these funds prior to payment to the State.

5.0 Dispute Resolution. Any issue may be referred to dispute resolution if it cannot be resolved to the satisfaction of both parties. Depending on the nature of the issue, there are two different dispute resolution processes, described as follows:

5.0.1 Facility Dispute. Disputes arising out of facility operation and management practices which are not resolved by the CFMRC may be referred by either Party in writing to all representatives of the DCMRC as designated in Section 2.3.1. If the DCMRC is unable to reach mutual agreement within 60 days of referral, then the dispute may be referred by either Party to non-binding mediation. Any and all Cities who refer a dispute regarding the same event to non-binding mediation, will be considered one party and shall participate as one party for the purposes of mediation. The mediator will be selected in the following manner: The City(ies) participating in the mediation shall propose a mediator and the County shall propose a mediator; in the event the mediators are not the same person, the two mediators shall select a third mediator who shall mediate the dispute. Alternately, the City(ies) participating in the mediation and the County may agree to select a mediator through the mediation service mutually acceptable to both parties. The parties to the mediation shall share equally in the costs charged by the mediator or mediation service. By mutual agreement, the DCMRC can establish an alternative City(ies)'s share of the mediation costs.

5.0.2 System Disputes. Disputes arising out of District Court system operations or management, or involving the interpretation of this Agreement in a way that could impact the entire system and other Cities with comparable Agreements, may be referred in writing by either Party to all representatives of the DCMRC as designated in Section 2.3.1. If the DCMRC is unable to reach mutual agreement to resolve the dispute agreement within 60 days of referral, then the dispute may be referred by either Party to non-binding mediation, conducted in the manner described in Section 5.0.1. Any and all Cities who refer a dispute regarding the same event to non-binding mediation, will be considered one party and shall participate as one party for the purposes of mediation. The parties to the mediation shall share equally in the costs charged by the mediator or

the mediation service. By mutual agreement, the DCMRC can establish an alternative City(ies)'s share of the mediation costs.

6.0 Resolution of Disputes Resulting From Specified Events.

6.1 If a dispute arises between the Parties that resulted directly from:

(i) changes in state statute or regulation, court rule, City or County ordinance, or exercise of court management authority vested by GR 29 in the Chief Presiding Judge, requiring the County to provide new court services reasonably deemed to substantially impact the cost of providing Court Services, or material reductions or deletions of the Court Services included in this Agreement that occurred for a period of at least six months; or

(ii) any decree of a court of competent jurisdiction in a final judgment not appealed from substantially altering the economic terms of this Agreement; or

(iii) changes in state statute or regulation, court rule, or City or County ordinance, which substantially alter the revenues retained or received by either the County or the City related to City case filings;

Then either Party must first refer its concerns with the changed circumstances under this Section to dispute resolution under Section 5.0.2 and complete the dispute resolution process outlined in that Section. If the dispute is not resolved within 120 days of first referral under Section 5.0.2 or completion of the dispute resolution process outlined in Section 5.0.2, whichever comes first, then either party may serve a notice of intent to terminate this Agreement. Such notice shall be provided in writing to all representatives of the DCMRC as designated in Section 2.3.1. Within 30 days of the date the notice of intent to terminate is served, the chief executive officer(s) of the City(ies), the Chief Presiding Judge, and the County Executive shall meet together at least once in person for the purpose of resolving the dispute. If the dispute is still not resolved, either Party may terminate this Agreement by serving the other Party with a notice of termination pursuant to Section 11.0. The notice of termination may not be served less than 30 days from the date the notice of intent to terminate (pursuant to this Section) was served. The notice of termination shall state the date on which the Agreement shall terminate. The termination date shall be at least 18 months from the date of the notice of termination unless an earlier date is agreed to by the Parties.

7.0 Re-opener. The County and the Cities may agree to enter into re-negotiation of the terms of this Agreement at any time and for any purpose by mutual agreement in writing. The Agreement shall remain in full force and effect during such negotiations.

8.0 Waiver of Binding Arbitration. The Parties waive and release any right to invoke binding arbitration under RCW 3.62.070, RCW 39.34.180 or other applicable law as related to this Agreement, any extension or amendment of this Agreement, or any discussions or negotiations relating thereto.

9.0 Indemnification.

9.1 City Ordinances, Rules and Regulations. In executing this Agreement, the County does not assume liability or responsibility for or in any way release the City from any liability or responsibility which arises in whole or in part from the existence or effect of City ordinances, rules or regulations, policies or procedures. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any City ordinance, rule or regulation is at issue, the City shall defend the same at its sole expense and if judgment is entered or damages are awarded against the City, the County, or both, the City shall satisfy the same, including all chargeable costs and attorney fees.

9.2 Indemnification.

9.2.1 Each Party to this Agreement shall protect, defend, indemnify, and save harmless the other Party, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgment, and/or awards of damages, arising out of, or in any way resulting from, the Party's negligent acts or omissions. No Party will be required to indemnify, defend, or save harmless the other Party if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the other Party. Where such claims, suits, or actions result from concurrent negligence of two or more Parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each Party's own negligence. Each of the Parties agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each of the Parties, by mutual negotiation, hereby waives, with respect to each of the other Parties only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event that any of the Parties or combination of the Parties incurs any judgment, award, and/or cost arising therefrom, including attorney fees, to enforce the provisions of this Section, all such fees, expenses, and costs shall be recoverable from the responsible Party or combination of the Parties to the extent of that Party's/those Parties' culpability. This indemnification shall survive the expiration or termination of this Agreement.

9.2.2 With respect to any technology provided by the County for use by the City pursuant to this Agreement, the County shall defend the City and the City's officers and directors, agents, and employees, against any claim or legal action brought by a third party arising out of a claim of infringement of U.S. patent, copyrights, or other intellectual property rights, or misappropriation of trade secrets, in connection with the use of the technology by the City so long as the City gives prompt notice of the

claim or legal action and the City gives the County information, reasonable assistance, and sole authority to defend or settle any such claim or legal action. The County shall have no liability to defend the City to the extent the alleged claim or legal action is based on: (i) a modification of the technology by the City or others authorized by the City but not by the County; or (ii) use of the technology other than as approved by the County.

9.3 Actions Contesting Agreement. Each Party shall appear and defend any action or legal proceeding brought to determine or contest: (i) the validity of this Agreement; or (ii) the legal authority of the City and/or the County to undertake the activities contemplated by this Agreement. If both Parties to this Agreement are not named as parties to the action, the Party named shall give the other Party prompt notice of the action and provide the other an opportunity to intervene. Each Party shall bear any costs and expenses taxed by the court against it; any costs and expenses assessed by a court against both Parties jointly shall be shared equally.

10.0 Independent Contractor.

Each party to this Agreement is an independent contractor with respect to the subject matter herein. Nothing in this Agreement shall make any employee of the City a County employee for any purpose, including, but not limited to, for withholding of taxes, payment of benefits, worker's compensation pursuant to Title 51 RCW, or any other rights or privileges accorded City employees by virtue of their employment. At all times pertinent hereto, employees of the County are acting as County employees and employees of the City are acting as City employees.

11.0 Notice.

Unless otherwise provided herein, any notice or other communication given hereunder shall be deemed sufficient, if in writing and delivered personally to the addressee, or sent by certified or registered mail, return receipt requested, addressed as follows, or to such other address as may be designated by the addressee by written notice to the other party:

To the County: King County Executive, 701 Fifth Avenue, Suite 3210, Seattle, Washington 98104

To the City: Mayor, 11511 Main Street, Bellevue, WA 98009-9012

In addition to the requirements for notice described above, a copy of any notice or other communication may be provided to the Chief Presiding Judge of the District Court.

12.0 Partial Invalidity.

Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. Any provision of this Agreement which shall prove to be invalid, unenforceable, void, or illegal shall in no way affect, impair, or invalidate any other provisions hereof, and such other provisions shall remain in full force and effect. Notwithstanding the foregoing, this Agreement shall be subject to re-negotiation as provided in Section 7.0.

13.0 Assignability.

The rights, duties and obligations of a party to this Agreement may not be assigned to any third party without the prior written consent of the other Parties, which consent shall not be unreasonably withheld.

14.0 Captions.

The section and paragraph captions used in this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

15.0 Force Majeure.

The term "force majeure" shall include, without limitation by the following enumeration, acts of Nature, acts of civil or military authorities, fire, terrorism, accidents, shutdowns for purpose of emergency repairs, lockouts, strikes, and any other labor, civil or public disturbance, inability to procure required construction supplies and materials, delays in environmental review, permitting, or other environmental requirement or work, delays as a result of legal or administrative challenges brought by parties other than signatories to this agreement, delays in acquisition of necessary property or interests in property, including the exercise of eminent domain, or any other delay resulting from any cause beyond a party's reasonable control, causing the inability to perform its obligations under this Agreement. If the County is rendered unable, wholly or in part, by a force majeure, to perform or comply with any obligation or condition of this Agreement then, upon giving notice and reasonably full particulars to the City, such obligation or condition shall be suspended only for the time and to the extent reasonably necessary to allow for performance and compliance and restore normal operations. For purposes of this Agreement, "force majeure" shall not include reductions or modifications in District Court Services caused by or attributable to reductions or modifications to the budget of the King County District Court as adopted or amended by the Metropolitan King County Council.

16.0 Entire Agreement.

This Agreement, inclusive of the Exhibits hereto, contains the entire agreement and understanding of the Parties with respect to the subject matter hereof, and supersedes all

prior oral or written understandings, agreements, promises or other undertakings between the Parties.

17.0 Governing Law.

This Agreement shall be interpreted in accordance with the laws and court rules of the State of Washington in effect on the date of execution of this Agreement. In the event any party deems it necessary to institute legal action or proceedings to ensure any right or obligation under this Agreement, the Parties hereto agree that such action or proceedings shall be brought in a court of competent jurisdiction situated in King County, Washington.

18.0 No Third Party Rights.

Except as expressly provided herein, nothing in this Agreement shall be construed to permit anyone other than the Parties hereto and their successors and assigns to rely upon the covenants and agreements herein contained nor to give any such third party a cause of action (as a third-party beneficiary or otherwise) on account of any nonperformance hereunder.

19.0 Counterparts.

This Agreement may be executed in counterparts, and each such counterpart shall be deemed to be an original instrument. All such counterparts together will constitute one and the same Agreement.

20.0 Amendment or Waiver.

This Agreement may not be modified or amended except by written instrument approved by resolution or ordinance duly adopted by the City and the County; provided that changes herein which are technical in nature and consistent with the intent of the Agreement may be approved on behalf of the City by its chief executive officer and on behalf of the County by the County Executive. No course of dealing between the parties or any delay in exercising any rights hereunder shall operate as a waiver of any rights of any Party.


IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates indicated.

King County


King County Executive


Date: 12-28-06

City of Bellevue


Mayor Deputy City Manager

Date: 12-15-06

Approved as to Form:


King County Deputy Prosecuting
Attorney

Approved as to Form:

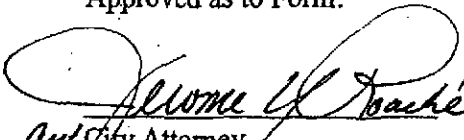

Anti-City Attorney

EXHIBIT A

SUMMARY TO ATTACHMENTS A THROUGH J

Attachment	Item	2004 District Court Program Budget	City Case Costs 2004	City Case Costs 2003
A	Salaries and Benefits less Probation			2,335,935
B	Non-Facility costs/Non-Cx overhead costs less probation			418,476
C	Current Expense Overhead			14,757
D	District Court Facilities - Operating and Rent			468,757
E	Security Costs per Facility			209,466
F	Facilities - Call Center/Payment Center			87,882
G	Reconciliation Costs			1,939
H	One-Time Electronic Court Records Technology Costs based on Useful Life			51,895
I	One-Time Costs for Technology Improvement Projects			
	TOTAL CITY CASE COSTS IN 2004	2,956,787	3,259,026	
	TOTAL CITY REVENUE IN 2004	4,117,470		
	Percentage of Total City Case Costs	62.40%		87.18%
J	City Dedicated Costs			
	Dedicated City space	2,956,787		3,589,526
	TOTAL CITY COSTS w/ DEDICATED			

Methodology/Definitions/Notes:

1. District Court Program Budget: A budget that is created by the Court to portion out salaries and benefits by specific court programs
2. Based on the District Court Program Budget (Attachment A), contract cities represent a percentage of District Court Program Budget Costs
3. The District Court Program Budget will be updated annually as will the percentage representing contract cities
4. The multiplier referred to in Exhibit A is the percentage of the District Court Program Budget attributed to contract cities (see Attachment A)
5. The "City Case Cost" for each year, calculated by the County, is equal to the sum of Attachments A through J.
6. The account codes referenced throughout this Exhibit may be modified by the County and the codes referenced herein are deemed to include any future successor or modified codes adopted by the County.

City	City Portion of Case Costs	City Dedicated Costs	Total City Cost	Total City Revenue	City Revenue Paid	Difference of Total City Cost and City Revenue Paid	City Reimburse to County	County Reimburse to City
Beauregard			1,313,390			1,313,390	\$162,895	
Bellevue			227,401			227,401	\$100,972	
Bureau			21,321			21,321	18,600	
Camaton			63,264			63,264	\$15,878	
Covington			40,471			40,471	15,823	
Duval			148,981			148,981	\$42,447	
Kenmore			30,851			30,851	\$8,987	
North Bend			923,860			923,860	\$113,891	
Redmond			95,310			95,310	3,585	
Sammamish			377,172			377,172	\$94,257	
Shoreline			825			825	868	
Skykomish			63,787			63,787		
Snoqualmie			45,584			45,584	11,857	
Woodinville							\$11,857	
Total			\$2,956,787			(17,202)		\$17,202

Note: The attachments in this exhibit are examples for the purpose of demonstrating the methodology for reconciliation pursuant to Section 4.3 of the Agreement Exhibit A - Final.xls (Tab: Summary)
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ATTACHMENT "A" - TO THE FINANCIAL EXHIBIT
King County District Court
2004 District Court Program Budget Salaries and Benefits less Probation

	Judges*	Clarks*	LT*	CM*	OPJ Aides*	Prob. Mgmt	PO-Is Support	Prob	Total	Salary/Benefit Expenditure	% to subtotal
County-State Criminal	8.73	9.89	0.22	0.94	3.49	0.36			23.64	2,203,979	17.66%
County-State Infractions	2.96	31.56	0.70	3.01	6.82	1.16			46.21	2,866,356	22.99%
County-State Civil	3.14	30.64	0.68	2.98	6.67	1.13			45.19	2,827,701	22.68%
City Contracts	3.49	19.72	0.43	1.88	4.56	0.72			30.80	2,065,587	16.57%
DWLS Court	0.75	2.25	0.05	0.21	1.46	0.08			4.81	374,645	3.00%
Mental Health Court	0.35	1.00	0.02	0.10	1.43	0.04			2.94	234,608	1.89%
DV Court	1.50	4.00	0.09	0.38	1.06	0.15			7.18	551,500	4.42%
Jail/Felony/Expediteds	1.50	8.98	0.20	0.86	2.06	0.33			13.92	925,271	7.42%
Inquests	0.12	0.16	0.00	0.02	0.05	0.01			0.36	31,959	0.26%
Superior Court Assistance	1.20	0.00	0.00	0.00	0.21	0.00			1.41	200,843	1.61%
Passports	2.46		0.05	0.24	0.50	0.09			3.35	185,938	1.49%
Subtotal without Probation	23.75	110.67	2.44	10.57	28.30	4.07			179.80	12,468,367	100.00%

District Court Program Budget Salaries and Benefits attributed to Contract Cities.
Multiplier (Percent of Salaries and Benefits for Contract Cities)

County Probation	7.59	0.17	0.72	3.47	0.28	1.20	7.38	2.69	23.50	\$	1,330,241	
City Probation	6.23	0.14	0.60	2.60	0.23	0.83	5.12	1.87	17.61	\$	895,895	
Mental Health Court Probation	0.13	0.00	0.01	0.56	0.00	0.32	2.00	0.73	3.76	\$	215,835	
DV Court Probation	0.38	0.01	0.04	1.13	0.01	0.65	4.00	1.46	7.68	\$	440,884	
Subtotal Probation Costs	14.33	0.32	1.37	7.76	0.53	3.00	18.59	6.76	52.55	\$	3,982,454	
Probation as Percentage of Total Staff 22.62%												
Total District Court Costs	23.75	125.00	2.76	11.94	36.06	4.59	3.00	18.59	6.75	232.35	\$	15,450,841

*1.25 Judges included in OPJ - Does not include Judge Wacker's vacant position
 *11.10 SPT/Phone Clerks counted in OPJ
 *3.24 LT included in OPJ for SPT/Phone
 *1.06 CM included in OPJ for SPT/Phone
 *41 Aides included in OPJ for SPT/Phone

ATTACHMENT "B" - TO THE FINANCIAL EXHIBIT

Non-Facility costs/Non-CX overhead costs less probation

Probation Staff as %

Dpt. DISTRICT COURT (0530) CX FUND	2004 Total District Court	Probation 22.62% where applicable	Net less probaton	Comments
52110 OFFICE SUPPLIES	87,820	19,863	67,957	
52185 INVENTORABLE MINOR EQUIPMENT	15,329	3,467	11,862	
52212 EDP SUPPLIES	50,735	11,475	39,260	
52215 PUBLICATIONS-UNDER \$500EA	11,891	-	11,891	
52290 MISC OPERATING SUPPLIES	810	183	627	
52291 TELCOM SUPPLIES	4,350	984	3,366	
52390 MISC REPAIR/MAINT SUPPLS	2,190	495	1,695	
53102 BANKING SERVICES	263	59	204	
53105 OTHER CONTRACT/PROF SRVCS	1,006,093	-	1,006,093	Adjusted below
53106 EDP & MICROFICHE/FILM SVC	86,604	19,565	68,939	
53110 ARTWORK CONTRACTS	152	34	118	
53113A INTERPRETATION SERVICES	418,155	62,715	355,440	
53211 TELCOM SERV-ONGOING CHR	175,806	39,763	136,043	
53212 TELCOM SERV-ONE TIME CHR	25,758	5,826	19,932	
53213 CELL PHONE/PAGER SERVICES	13,551	3,065	10,486	
53220 POSTAGE	82,041	18,555	63,486	
53230 ADVERTISING	118	27	91	
53310 TRAVEL & SUBSISTENCE EXP	9,542	-	9,542	
53318 PRIVATE AUTO MILEAGE	11,623	2,629	8,994	
53390 MISC TRANSPORTATION COSTS	11	2	9	
53630 REPAIR/MAINT-EQUIPMENT	3,141	710	2,431	
53634 REPAIR/MAINT-IT EQUIPMENT	62,745	(12,240)	74,985	Adjusted below
53640 LAUNDRY SERVICE	136	-	136	
53710 RENT-STRUCTURES & GROUNDS	5,498	-	5,498	
53770 RENT-COPY MACHINE	142,731	32,282	110,449	
53790 RENT-OTHER EQUIP & MACH	3,809	884	3,025	
53803 MEMBERSHIPS	12,275	300	11,975	
53805 SPECIAL INVESTIGATIONS	(78)	(17)	(59)	
53806 PRINTING & BINDING	52,852	-	52,852	
53810 TRAINING	3,230	731	2,499	
53813 TRAINING IT	160	-	150	
53821A JURY FEES & MILEAGE	117,532	-	117,532	Adjusted below
53826A WITNESS EXPENSE	39,762	-	39,762	
53890 MISC SERVICES & CHARGES	6,210	1,405	4,805	
55010 MOTOR POOL ERIR SERVICE	957	216	741	
55021 ITS - O&M CHARGES	44,224	10,002	34,222	
55025 ITS - INFRASTRUCTURE	193,827	43,838	149,989	
55028 INFO RESOURCE MGMT	19,568	4,426	15,142	
55032 TELCOM OVERHEAD	48,312	10,927	37,385	
55144 PROPERTY SERVICES	573	130	443	

Note: The attachments in this exhibit are examples for the purpose of demonstrating the methodology for reconciliation pursuant to Section 4.3 of the Agreement.

Exhibit A - Final.xls (Tab: B)

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55145 FACILITIES MANAGEMENT	15,101	3,642	12,459
55160 CONST & FACILITY MGMT	1,151,723	260,486	891,234
55245 FINANCIAL MGMT SVCS S/S	136,017	30,765	105,254
55255 FINANCIAL MGMT SVCS REBATE	(46,731)	(10,569)	(36,162)
55260 PRINTING/GRAPHIC ARTS S/S	1,416	926	1,096
55331 LONG-TERM LEASES	527,188	127	527,188
55350 RADIO ACCESS	563	239	436
55351 RADIO MAINTENANCE	239	54	185
55352 RADIO SERVICES - GENERAL	10	2	8
55353 RADIO EQUIPMENT RESERVES	721	163	558
56740 EDP EQUIPMENT & SOFTWARE	94,196	21,308	72,891
56741 EDP HARDWARE	24,666	5,579	19,087
Expenditures	4,664,405	594,176	4,070,229
CJ FUND			
55025 ITS - INFRASTRUCTURE	17,512	3,961	13,551
55028 INFO RESOURCE MGMT	2,536	574	1,962
T/T OIRM CIP	5,739	1,298	4,441
58077 T/T OIRM CIP	5,739	1,298	4,441
Expenditures	31,526	7,130	24,396
Total District Court	4,695,931	601,306	4,094,625
REMOVE ACCOUNTS:			
53105 OTHER CONTRACT/PROF SVCS			
PRO TEMS	360,356	-	360,356
AGENCY TEMP WORKERS	91,467	-	91,467
53634 REPAIR/MAINT-IT EQUIPMENT	116,862	-	116,862
53821A JURY FEES 7 MILEAGE	8,659	-	8,659
55160 CONST & FACILITY MGMT	1,151,723	260,486	891,234
55331 LONG-TERM LEASES	483,315	-	483,315
Total Removed Accounts	2,212,383	260,486	1,954,894
SubTotal to Apply Multiplier to:	2,483,548	340,817	2,142,731
Multiplier (from Program Budget Salaries/Benefits, see Tab A)			
"CITY CASE COSTS"			

43832 Reimbursement of Jury Fees

Methodology/Definitions/Notes:

1. Annual Total District Court Expenditures means the Final Year End Actual District Court Expenditures as set forth in the County's Accounting, Reporting and Management System ("ARMS") (when "closed" by the King County Department of Executive Service - Finance) and includes at a minimum all accounts codes 52xxx, 53xxx, 54xxx, 55xxx, 56xxx, 57xxx, 58xxx, 59xxx.
2. Non-Salaries/Benefits, Non-Facilities, & Non-CX Overhead Costs Less Probation includes Annual Total District Court Expenditures less actual expenditures for probation, less account 55160 (facilities/construction), and less 55331 (long term leases). The City Case Cost is calculated by applying the Multiplier from Attachment A to the Non-Salaries/Benefits, Non-Facilities, & Non-CX Overhead Costs Less Probation.
3. One-Time Costs for Technology Improvement Projects totaling under \$100,000 may be included in some of the above accounts (e.g., 53105, 55021, 55025, 56740, and 56741) per Section 4.3 of the Agreement.

Note: The attachments in this exhibit are examples for the purpose of demonstrating the methodology for reconciliation pursuant to Section 4.3 of the Agreement.
Exhibit A - Final.xls (Tab: B)
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ATTACHMENT "C" - TO THE FINANCIAL EXHIBIT

Current Expense Overhead

District Court CX Overhead by Category

Less Probation

2004 CX Overhead amounts incurred by the CX fund on behalf of District Court	District Court Percentage less Probation	District Court Under Sheriff		% Allocation	City Case Costs
		Costs	Contracts		
General Government	77.38%	\$ 276,032	\$ -		
Personnel Services	77.38%	\$ 107,613	\$ 107,613		\$ 17,828
Bus Pass Subsidy	77.38%	\$ 40,470	\$ -		
Ombudsman	77.38%	\$ 11,992	\$ -		
Fixed Assets Mgmt	77.38%	\$ 1,442	\$ 1,442		\$ 239
Countywide Mail Service	77.38%	\$ 4,393	\$ -		
State Auditor	77.38%	\$ 11,081	\$ -		
Budget Service/Strategic Planning	77.38%	\$ 72,152	\$ -		
Building Occupancy	100%	\$ 1,572,705	\$ 1,572,705		
Records Management	77.38%	\$ 6,393	\$ -		
PAO	77.38%	\$ 142,137	\$ -		
Overhead to District Court:		\$ 2,443,319	\$ 1,681,760		

Methodology/Definitions/Notes:

1. City Case Cost is the amount incurred by the Current Expense fund on behalf of District Court for personnel services and fixed asset management multiplied by the Multiplier from Attachment A.

Note: The attachments in this exhibit are examples for the purpose of demonstrating the methodology for reconciliation pursuant to Section 4.3 of the Agreement.
Exhibit A - Final.xls (Tab: C)
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ATTACHMENT "D" - TO THE FINANCIAL EXHIBIT

District Court Facilities - Operating and Rent

Facility	Sq Footage by Facility	Dedicated County/Other Space	Dedicated City Space	Shared Space	Total square foot charge	Total facility operating and rent costs	Average of Clerical Need Percent and the Judicial Need Percent by Facility	City Case Costs
Bellevue	11,583	757		10,826	\$ 24,35	264,696	59%	29,839
Burien	15,017	2,961		12,056	\$ 28,66	357,480	11%	36,479
Issaquah	17,666	2,081		9,665	\$ 23,46	236,309	10%	67,642
Redmond	11,524	1,824		9,700	\$ 24,46	242,056	29%	84,397
Shoreline	14,774	8,249		6,525	\$ 24,46	169,536	35%	5,365
Kent	64,564	15,592		48,972		1,260,957	3%	
Total								

Calculation of Multiplier by Facility:

Facility	Clerical Need Percentage			Judicial Need Percentage			G = (C+E)/2
	A	B	C = B/A	D	E	F = E/D	
Total Clerical Need per Facility	18.00	14.24	79%	Total Judicial Need per Facility	2.88	1.03	59%
Burien	20.50	2.10	10%	Burien	3.63	0.45	12%
Issaquah	13.50	1.62	12%	Issaquah	2.43	0.19	8%
Redmond	22.00	8.11	28%	Redmond	3.40	1.00	23%
Shoreline	12.50	4.53	36%	Shoreline	2.08	0.69	35%
Kent	15.50	0.62	4%	Kent	5.95	0.14	3%

Methodology/Definitions/Notes:

1. The rate for each year is calculated in the attachment (tab) "Facility Rates." Changing the year at the top of this sheet will update the facility rate.
2. Refer to Exhibits B and C for the overall methodology. Refer to the tab Facility Rates for the calculation of the Total Square Foot Charge. The multiplier by facility is the average of the percent of clerical need for contract cities in the facility and the percent of judicial need for contract cities in the facility. The City Case Cost is the product of the multiplier by facility and the total facility operating and rent costs by facility.
3. Figures for dedicated and shared spaces are based on rentable space consistent with BOMA standards.
4. Areas highlighted in yellow will change once the actual rate is determined in 2007, according to Exhibits B and C.
5. Dedicated city space is detailed in Attachment J and linked to this sheet.
6. The Redmond and Shoreline facilities each have a courtroom that was empty and unused prior to and on the commencement date of the Agreement. The usable space for these courtrooms is included in the "Dedicated County/Other Space" column so that it can be deducted from shared space. At the point either of these courtrooms are activated, the associated space will be included in the shared space. All space that becomes empty or unused after the commencement date of the Agreement will be included in the shared space unless provided otherwise in Sections 3.1.5 or 3.1.7.

Note: The attachments in this exhibit are examples for the purpose of demonstrating the methodology for reconciliation pursuant to Section 4.3 of the Agreement. Exhibit A - Final.xls (Tab: D)

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ATTACHMENT "E" - TO THE FINANCIAL EXHIBIT

Security Costs per Facility

Facility	Total Sheriff Security Costs per Facility	Average of Judicial percentage and clerical percentage	City Case Costs
Bellevue	147,131	59%	85,533
Burien	147,131	11%	16,586
Issaquah	147,131	10%	14,603
Redmond	147,131	29%	42,116
Shoreline	147,131	35%	51,245
Kent	147,131	3%	4,893
			147,131

Cost of one year salary and benefits for one sheriff
 screener (SAIL) (2004 budget) \$ 65,613
 Cost of one year salary and benefits for one sheriff
 deputy (2004 budget) \$ 81,518
 \$ 147,131

Calculation of Multiplier by Facility:

	Clerical Need Percentage			Judicial Need Percentage			G = (C*F)/2
	A	B	C = B/A	D	E	F = E/D	
	Total Clerical Need per Facility	Total Contract City Clerical Need	Percent of Clerical Need for Contract Cities	Total Judicial Need per Facility	Total Contract City Judicial Need	Percent of Judicial Need for Contract Cities	Average of Clerical Need Percent and the Judicial Need Percent by Facility
Bellevue	18.00	14.24	79%	2.88	1.03	39%	59%
Burien	20.50	2.10	10%	3.63	0.45	12%	11%
Issaquah	13.50	1.82	12%	2.43	0.19	8%	10%
Redmond	22.00	6.11	28%	3.40	1.00	29%	29%
Shoreline	12.50	4.53	36%	2.08	0.69	33%	35%
Kent	16.50	0.62	4%	5.35	0.14	3%	3%

Methodology/Definitions/Notes:

1. The multiplier by facility is the average of the percent of clerical need for contract cities in the facility and the percent of judicial need for contract cities in the facility. The City Case Cost is the product of the actual staff salary and benefits for screening at each facility and the multiplier by facility.

Note: The attachments in this exhibit are examples for the purpose of demonstrating the methodology for reconciliation pursuant to Section 4.3 of the Agreement.
 Exhibit A - Final.xls (Tab: E)
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ATTACHMENT "F" - TO THE FINANCIAL EXHIBIT

Facilities - Call Center/Payment Center


Year	2007				
	Facility	Sq Footage By Facility	Shared Space	Total per foot cost	Multiplier
	Call Center	2,459	2,459	\$ 2,459	0.960
	Payment Center	1,606	1,606	\$ 1,606	6.509
	Total Costs				

Methodology/Definitions/Notes:

1. The "Total per foot cost" rate for each year is calculated in the attachment "Facility Rates" pursuant to Exhibit B. Changing the year at the top of this sheet will update the facility rate.

ATTACHMENT "G" - TO THE FINANCIAL EXHIBIT

Reconciliation Costs

Total Costs for Reconciliation: 

Calculation of Reconciliation Costs

Staff person name	KCDC Director	KCDC Manager	OMB Budget Analyst	Total
Hours spent on Reconciliation	13			13
Cost per hour (include Salary and Benefits)	\$ 63.32			
Total Costs for reconciliation	\$823			\$823

Specific Task done and hours spent on Reconciliation listed below

Reconciliation Documents Preparation	7.00
Review/ Analysis Reconciliation Documents	1.00
Preparing 2005 Estimates w/o four cities	5.00
Sum of All Hours	13.00

Methodology/Definitions/Notes:

The amount the County incurs to complete the annual reconciliation as referenced in Section 4.3.

Note: The attachments in this exhibit are examples for the purpose of demonstrating the methodology for reconciliation pursuant to Section 4.3 of the Agreement.
Exhibit A - Final.xls (Tab: G)
2/13/2006 10:16 AM

ATTACHMENT "H" - TO THE FINANCIAL EXHIBIT

One-Time Electronic Court Records Technology Costs based on Useful Life

Calculation of Electronic Court Records	
Total Electronic Court Records Costs*	\$ 1,380,922
Divided by: Useful Life	5 years 2005 - 2009
Total Costs per year	\$ 276,184
Multiplier	

City One-Time Electronic Court Records Technology Costs

Background Information on Actual Costs for Electronic Court Records

By Account Code Detail	
Software & Licenses	292,483
Contract Services	825,577
Capital	262,862
Total Costs	1,380,922

Methodology/Definitions/Notes:

1. Per section 4.8 of the contract, "The Cities' share of the payment to implement ECR shall be no more than \$56,745 for each year of this contract or any successor contract, up to a maximum of five years." The five years will be completed in 2009.

Note: The attachments in this exhibit are examples for the purpose of demonstrating the methodology for reconciliation pursuant to Section 4.3 of the Agreement.

Exhibit A - Final.xls (Tab: H)

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ATTACHMENT "I", TO THE FINANCIAL EXHIBIT

One-Time Costs for Technology Improvement Projects

	City Contribution	
	City Multiplier	City Share
2007	100,000	100,000
2008	100,000	100,000
2009	100,000	100,000
2010	300,000	300,000
2011	300,000	300,000
2012	300,000	300,000
2013	300,000	300,000
2014	300,000	300,000
2015	300,000	300,000
2016	300,000	300,000
2017	300,000	300,000
2018	300,000	300,000
2019	300,000	300,000
2020	300,000	300,000
2021	300,000	300,000

	Reserve		
	Beginning Balance	Expenditures	Interest Earnings
			Ending Balance
			Reserve Cap*

Methodology/Definitions/Notes:

1. This Attachment is developed pursuant to Exhibit D. The City Multiplier is calculated in Attachment A. The City Case-Cost is the product of the multiplier and the threshold unless adjusted or waived in any year where the reserve is projected to exceed the equivalent of the Cities' share of \$900,000 increased by 2% per year beginning in 2008.

Note: The attachments in this exhibit are examples for the purpose of demonstrating the methodology for reconciliation pursuant to Section 4.3 of the Agreement.

Exhibit A - Final.xls (Tab: f)

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ATTACHMENT "J" - TO THE FINANCIAL EXHIBIT

Dedicated City space

	<u>Dedicated City Space</u>	<u>Total square foot charge</u>	<u>City cost for dedicated city space</u>	<u>Description</u>
Beaux Arts				
Bellevue				
Burien				
Carnation				
Covington				
Duval				
Kenmore				
North Bend				
Redmond				
Sammamish				
Shoreline		\$	24.45	
Skykomish				
Snoqualmie				
Woodinville				
Total				

Methodology/Definitions/Notes:

1. Figures for dedicated and shared spaces are based on rentable space consistent with BOMA standards.

Note: The attachments in this exhibit are examples for the purpose of demonstrating the methodology for reconciliation pursuant to Section 4.3 of the Agreement.

Exhibit A - Final.xls (Tab: J)

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This attachment (and Non-Facility City Case Costs and Facility City Case Costs) divide the overall City Case Costs as determined in Exhibit A to individual cities. Those costs which are mainly salaries and benefits and are non-facility based. Attachments A, B, C, F, G, H and I are allocated based on each city's percentage of all cities' clerical weights. Those costs which are facility based. Attachments D and E are allocated based on the average of city base filings percentage and city judicial weights percentage per facility. The tables below describe how this method allocates these costs across each city.

Total Costs per Summary Exhibit A

J	City Dedicated Costs	
	Dedicated City space	
	TOTAL CITY COSTS/DEDICATED	2,956,787

Note: The attachments in this exhibit are examples for the purpose of demonstrating the methodology for reconciliation pursuant to Section 4.3 of the Agreement.
Exhibit A - Finalists (Tab: All City Case Costs)
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Woodinville	\$	38,272	\$	7,312	\$	83,714	\$	38,130
Total	\$	2,518,240	\$	438,547	\$	3,199,854	\$	243,067

Notes:
 * See Attachment J

Non-Facility City Case Costs

Summary of City Case Costs			
Total Costs per Summary Exhibit A			
Attachment	Item	City Case Costs 2004	Method for Allocation
A	2004 District Court Program Budget Salaries and Benefits less Probation Non-Facility costs/Non-CX overhead	2,065,537	Non-Facility Costs
B	costs less probation	354,977	Facility Costs
C	Current Expense Overhead	18,067	% Clerical Need/Judicial Weights
D	District Court Facilities - Operating and Rent	222,572	
E	Security Costs per Facility	215,976	
F	Facilities - Court Center/Payment Center	16,465	
G	Reconciliation Costs	823	
H	One-Time Electronic Court Records Technology Costs based on Useful Life	45,754	
I	One-Time Costs for Technology Improvement Projects	18,587	
	TOTAL CITY CASE COSTS IN 2004:	2,956,787	
	TOTAL CITY REVENUE IN 2004:	3,199,834	

City Dedicated Costs	
Dedicated City space	2,956,787
TOTAL CITY COSTS w/ DEDICATED	

Clerical Usage			
City	Total Weights	Percent of All Cities	Cost Distribution
Beaux-Arts	0	0.00%	\$
Bellevue	59,933	48.73%	\$ 1,227,258
Burien	8,638	7.19%	\$ 180,977
Camation	880	0.72%	\$ 18,020
Covington	2,591	2.11%	\$ 53,056
Duval	1,727	1.40%	\$ 35,364
Kenmore	5,458	4.44%	\$ 111,764
North Bend	984	0.81%	\$ 20,354
Redmond	21,260	17.25%	\$ 455,344
Sammamish	3,621	2.86%	\$ 72,100
Shoreline	13,618	11.07%	\$ 275,817
Skykomish	5	0.00%	\$ 102
Snoqualmie	2,286	1.86%	\$ 46,811
Woodinville	1,669	1.52%	\$ 39,272
Total	122,978	100%	\$ 2,956,787

Note: The attachments in this exhibit are examples for the purpose of demonstrating the methodology for reconciliation pursuant to Section 4.3 of the Agreement.
 Exhibit A - Final.xls (Tab: Non-Facility City Case Costs)
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City	By Attachment										Total
	A	B	C	F	G	H	I	J	K	L	
Beaux-Arts	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Bellevue	1,006,658	172,997	8,805	8,024	401	22,298	8,074	1,227,268			\$
Burlen	148,447	25,511	1,298	1,183	59	3,298	1,191	180,977			\$
Carnation	14,781	2,640	129	118	6	327	119	16,020			\$
Covington	43,579	7,479	381	347	17	964	349	53,056			\$
Duvall	29,007	4,985	254	231	12	640	233	35,364			\$
Kenmore	91,675	15,783	802	731	37	2,031	735	111,764			\$
North Bend	16,636	2,889	148	133	7	370	134	20,354			\$
Redmond	357,091	61,367	3,123	2,826	142	7,910	2,864	435,344			\$
Sammamish	59,140	10,163	517	471	24	1,310	474	72,109			\$
Shoreline	228,700	39,903	2,000	1,823	91	6,066	1,834	278,917			\$
Skykomish	84	14	1	1	0	2	1	102			\$
Snoqualmie	38,397	8,599	336	500	15	851	308	48,011			\$
Woodinville	31,392	5,395	275	250	13	695	252	36,272			\$
Total	2,065,567	364,977	19,067	18,465	823	45,754	16,567				\$

Note: The attachments in this exhibit are examples for the purpose of demonstrating the methodology for reconciliation pursuant to Section 4.3 of the Agreement.
Exhibit A - Final.xls (Tab: Non-Facility City-Case Costs)
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Facility City Case Costs

Summary of City Case Costs			
Total Costs per Summary Exhibit A			
Attachment	Item	City Case Costs 2004	Weighted for Allocation
		Non-Facility Costs	Facility Costs
		Clerical Weights	% Clerical
A	2004 District Court Program Budget	2,665,587	\$ 2,665,587
B	Salaries and Benefits less Probation		
C	Non-Facility Judicial Non-CX overhead	354,977	\$ 354,977
D	Costs less probation	18,067	\$ 18,067
E	Current Expense Overhead		
F	District Court Facilities - Operating and		
G	Rent	222,572	\$ 222,572
H	Security Costs per Facility	215,975	\$ 215,975
I	Facilities - Call Center/Payment Center		
J	Reconciliation Costs	16,465	\$ 16,465
K	One-Time Electronic Court Records	823	\$ 823
L	Technology Costs based on Useful Life	45,754	\$ 45,754
M	One-Time Costs for Technology		
N	Improvement Projects	16,957	\$ 16,957
O	TOTAL CITY CASE COSTS IN 2004:	2,957,877	\$ 2,957,877
P	TOTAL CITY REVENUE IN 2004:	3,183,240	\$ 3,183,240

City Dedicated Costs	
Dedicated City years	2,957,877
TOTAL CITY COSTS w/ DEDICATED	2,957,877

Facility and Security Costs
Spreading Attachment D and E across each City

Calculation of Multiplier by Facility					
Clerical Need Percentage		Judicial Need Percentage		Attachment D	Attachment E
Total Contract City Clerical Need	Percent of Clerical Need met Contract City	Total Judicial Need per Facility	Percent of Judicial Need met Contract City		
Bellevue	14.24	100.00%	100.00%	0	0
Bellevue	6.80	94%	100.00%	0	0
Bellevue	2.10	100.00%	100.00%	0	0
Bellevue	0.24	14.52%	0.45	20.98%	0.45
Bellevue	0.84	51.77%	0.08	40.81%	0.08
Bellevue	0.54	30.61%	0.08	31.70%	0.08
Bellevue	0.21	5.43%	0.03	2.08%	0.03
Bellevue	0.47	16.74%	0.03	2.80%	0.03
Bellevue	0.86	62.58%	0.88	87.45%	0.88
Bellevue	1.00	100.00%	0.11	13.0%	0.11
Bellevue	0.44	7.25%	0.06	8.06%	0.06
Bellevue	1.33	26.61%	0.18	22.44%	0.18
Bellevue	0.28	71.36%	0.51	73.73%	0.51
Bellevue	0.83	100.00%	0.14	100.00%	0.14
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County/Other Dedicated Space

<u>Facility</u>	<u>Sq Footage by facility</u>	<u>Dedicated County/Other Space</u>	<u>Description</u>
Bellevue			
Burien	11,583	757	County prosecutor occupies two rooms in NW corner of facility. 1070 sf is vacant, previously occupied by County prosecutor. 1891 sf for DC probation.
Issaquah	15,017	2,961	County prosecutor occupies three rooms off the lobby hallway. County public defender, learning disability program, and victim advocate (state cases) occupy three rooms to the right of the main entrance. 981 USF is included for an unused courtroom.
Redmond	11,666	2,001	DC probation occupies several offices off the main lobby hallway. 1020 USF is included for an unused courtroom.
Shoreline	11,524	1,624	
Kent	14,774	8,249	Kent municipal court and DC probation occupy space in the Aukeen facility.
Total	64,564	15,592	

Note:

- As requested, the County can provide drawings of these facilities to illustrate how spaces are allocated.

Note: The attachments in this exhibit are examples for the purpose of demonstrating the methodology for reconciliation pursuant to Section 4.3 of the Agreement.

Exhibit A - Final.xls (Tab: DedicatedCountySpace)

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	Shared Court Costs Year 2002 YTD Revenues				Shared Court Costs Year 2003 YTD Revenues				Shared Court Costs Year 2004 YTD Revenues			
	100% Revenue Collected	75% Revenue Collected - County Portion	25% Revenue Collected - City Portion	0	100% Revenue Collected	75% Revenue Collected - County Portion	25% Revenue Collected - City Portion	0	100% Revenue Collected	75% Revenue Collected - County Portion	25% Revenue Collected - City Portion	0
Beaux Arts	1,839,222	0	0	0	1,830,902	1,373,176	457,726	0			387,852	0
Bellevue	156,810	1,379,416	459,805	39,206	183,311	137,483	45,828	42,143			907	42,143
Burien	16,088	12,066	4,022	15,007	7,799	5,849	1,950	15,792			8,216	15,792
Carrington	76,028	51,403	14,339	36,771	48,503	36,377	12,126	49,472			35,505	49,472
Duvall	57,858	43,166	14,339	36,771	176,511	132,383	44,128	173,586			130,415	173,586
Issaquah	147,082	110,312	49,733	56,394	155,493	116,626	38,867	147,572			110,679	147,572
Kenmore	198,934	149,200	56,394	6,616	206,461	154,845	51,615	38,091			28,569	38,091
Mercer Island	225,577	168,182	11,636	5,639	24,853	18,540	6,213	43,438			10,858	43,438
Newcastle	46,543	19,849	11,636	8,616	45,104	33,828	11,276	7,223			3,355	7,223
Normandy Park	22,556	34,903	176,368	35,397	28,893	21,670	7,223	169,834			30,575	169,834
North Bend	705,471	529,103	105,658	18,614	679,336	509,503	169,834	34,186			94,305	34,186
Sammamish	141,588	106,181	105,658	28,815	136,743	102,557	34,186	129,833			53	129,833
Shoreline	422,625	316,968	105,658	18,614	495,332	371,499	123,833	20,253			17,110	20,253
Skykomish	74,456	55,842	18,614	28,815	1,372	1,029	343	60,759			20,878	60,759
Snoqualmie	115,281	86,446	28,815	28,815	81,012	60,759	20,253	24,795			900,709	24,795
Woodinville					99,180	74,385	24,795					
	4,272,273	3,158,586	1,058,058		4,293,981	3,220,486	1,073,495		3,602,836	2,702,127		
Total City Revenue	4,272,273				4,293,981				3,602,836			
Less non-contract cities	-147,082				-176,511				-402,982			
Total Contract City Revenue	4,125,191				4,117,470							

Note: The attachments in this exhibit are examples for the purpose of demonstrating the methodology for reconciliation pursuant to Section 4.3 of the Agreement.
Exhibit A - Final.xls (Tab: Revenue)
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2005 - KING COUNTY DISTRICT COURT FILINGS BY CASETYPE												
JURISDICTION	Infraction Traffic	Infraction Non-Traffic	DUI	Criminal Traffic	Criminal Non-Traffic	Protection AH/Orders	Civil	Small Claims	Expedited Hearings	PC Jail Felony Hearings	Parking	Total Jan - Aug
State/County	45,692	1,886	2,783	923	3,774	1,460	15,773	4,782	604	5,508	3,018	86,203
Vashon Island	134	3	8	2	6	0	0	0	0	0	90	243
TOTAL STATE/COUNTY	45,826	1,889	2,791	925	3,780	1,460	15,773	4,782	604	5,508	3,108	86,446
Beaux Arts	0	0	0	0	0	0	0	0	0	0	0	0
Bellevue	14,567	70	163	263	814	0	0	0	0	0	5,032	20,909
Burien	1,147	19	70	111	400	0	0	0	0	0	171	1,918
Camation	224	0	3	2	17	0	0	0	0	0	9	255
Covington	350	14	10	47	93	0	0	0	0	0	200	714
Duvall	444	0	7	12	21	0	0	0	0	0	40	524
Issaquah	69	0	0	0	4	0	0	0	0	0	6	79
Kenmore	1,105	14	35	46	138	0	0	0	0	0	155	1,493
Mercer Island	10	0	0	0	0	0	0	0	0	0	0	10
Newcastle	17	0	0	0	0	0	0	0	0	0	0	17
Normandy Park	4	0	0	0	0	0	0	0	0	0	0	4
North Bend	185	0	2	7	39	0	0	0	0	0	12	245
Redmond	4,354	27	133	259	441	0	0	0	0	0	773	5,987
Sammamish	636	48	21	20	116	0	0	0	0	0	103	944
Shoreline	2,777	44	83	109	363	0	0	0	0	0	228	3,604
Skykomish	1	1	0	0	0	0	0	0	0	0	0	2
Snoqualmie	386	4	40	17	63	0	0	0	0	0	17	527
Woodinville	288	2	17	17	64	0	0	0	0	0	119	507
TOTAL COUNTIES	26,574	249	530	340	1,165	0	0	0	0	0	1,119	28,098
TOTAL TOTALS	72,400	2,138	3,321	1,265	4,945	1,460	15,773	4,782	604	5,508	4,227	114,544

Note: The attachments in this exhibit are examples for the purpose of demonstrating the methodology for reconciliation pursuant to Section 4.3 of the Agreement.
Exhibit A - Final.xls (Tab: Filings by Casetype (2005))
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2005 - KING COUNTY DISTRICT COURT WEIGHTED FILINGS BY CASETYPE													
	Infraction Traffic	Infraction Non-Traffic	DUI	Criminal Traffic	Criminal Non-Traffic	Protection AH/Orders	Civil	Small Claims	Expedited Hearings	PC Jail Felony Hearings	Parking	Total Jan - Aug	
WEIGHTS - CLERICAL	3	2	10	8	9	4	7	6	3	2	1		
JURISDICTION													
State/County	137,076	3,772	27,830	7,384	33,986	5,840	110,411	28,692	4,832	11,016	3,018	373,837	
Vashon Island	402	6	80	16	54		0	0	0	0	90	648	
Total State/County	137,478	3,778	27,910	7,400	34,040	5,840	110,411	28,692	4,832	11,016	3,108	374,485	
Beaux Arts	0	0	0	0	0	0	0	0	0	0	0	0	
Bellevue	43,701	140	1,630	2,104	7,326	0	0	0	0	0	5,032	59,933	
Burien	3,441	38	700	888	3,600	0	0	0	0	0	171	8,838	
Camation	672	0	30	16	163	0	0	0	0	0	9	880	
Covington	1,050	28	100	376	837	0	0	0	0	0	200	2,591	
Duval	1,332	0	70	98	189	0	0	0	0	0	40	1,727	
Issaquah	207	0	0	0	36	0	0	0	0	0	6	249	
Kenmore	3,315	28	350	368	1,242	0	0	0	0	0	155	5,458	
Mercer Island	30	0	0	0	0	0	0	0	0	0	0	30	
Newcastle	51	0	0	0	0	0	0	0	0	0	0	51	
Normandy Park	12	0	0	0	0	0	0	0	0	0	0	12	
North Bend	555	0	20	56	351	0	0	0	0	0	12	994	
Redmond	13,062	54	1,330	2,072	3,969	0	0	0	0	0	773	21,260	
Sammamish	1,908	96	210	160	1,044	0	0	0	0	0	103	3,521	
Shoreline	8,331	88	830	872	3,267	0	0	0	0	0	228	13,616	
Skykomish	3	2	0	0	0	0	0	0	0	0	0	5	
Snoqualmie	1,158	8	400	136	567	0	0	0	0	0	17	2,286	
Woodinville	864	4	170	136	576	0	0	0	0	0	119	1,869	
Total King County	152,699	186	30,560	10,636	46,675	0	0	0	0	0	1,039	244,685	

Note: The attachments in this exhibit are examples for the purpose of demonstrating the methodology for reconciliation pursuant to Section 4.3 of the Agreement.
Exhibit A - Final.xls (Tab: Weighted Filings (2005))
2/13/2006 10:16 AM

KING COUNTY DISTRICT COURT JUDICIAL ALLOCATION 2004

JURISDICTION	Judicial Allocation for KC Infractions	Judicial Allocation for KC Criminal	Judicial Allocation for KC Civil	Judicial Allocation for Special Assignment	City Judicial Allocation	KCDC Ex Parte Allocation	Total Judicial Allocation
King County - Bellevue	0.60	0.98	0.00	0.00		0.07	1.65
Beaux Arts					0.00	0.00	0.00
Bellevue					0.99	0.04	1.03
Mercer Island					0.00	0.00	0.00
Newcastle					0.00	0.00	0.00
Total Bellevue	0.60	0.98	0.00	0.00	0.99	0.11	2.68
King County - Issaquah	0.38	0.58	0.71	0.48		0.09	2.23
Issaquah					0.00	0.00	0.00
North Bend					0.05	0.00	0.05
Sammamish					0.08	0.00	0.08
Snoqualmie					0.06	0.00	0.06
Total Issaquah	0.38	0.58	0.71	0.48	0.18	0.10	2.43
King County - Redmond	0.55	1.12	0.14	0.50		0.10	2.40
Carnation					0.03	0.00	0.03
Duvall					0.03	0.00	0.03
Redmond					0.84	0.03	0.88
Skykomish					0.01	0.00	0.01
Woodinville					0.06	0.00	0.06
Total Redmond	0.55	1.12	0.14	0.50	0.96	0.14	3.40
King County - Shoreline	0.40	0.85	0.08	0.00		0.05	1.38
Kenmore					0.18	0.01	0.18
Shoreline					0.49	0.02	0.51
Total Shoreline	0.40	0.85	0.08	0.00	0.67	0.08	2.08
Total East Division	1.93	2.53	0.93	1.00	2.81	0.32	6.59
King County - Burien	0.68	1.83	0.05	0.50		0.13	3.19
Burien					0.43	0.02	0.45
Normandy Park					0.00	0.00	0.00
Total Burien	0.68	1.83	0.05	0.50	0.43	0.14	3.63

Note: The attachments in this exhibit are examples for the purpose of demonstrating the methodology for reconciliation pursuant to Section 4.3 of the Agreement.
 Exhibit A - Final.xls (Tab: Judicial Allocation)
 2/13/2006 10:16 AM

This sheet has been modified to reflect the methodology that will be used in 2005.

King County - Kent	0.10	1.59	0.60	2.70	0.21	5.20
Covington					0.01	0.14
Total Kent	0.10	1.59	0.60	2.70	0.21	5.35
Total Spokane Division	0.10	1.59	0.60	2.70	0.21	5.35
King County - Seattle	0.10	0.81	1.37	1.72	0.17	4.17
Total Seattle Division	0.10	0.81	1.37	1.72	0.17	4.17
Total KCDC	0.20	2.40	1.97	4.42	0.38	9.52

	KCDC Allocation	Jury Allocation	Add Ex Parte KCDC	Total Assigned to City Contract
Covington	0.11	0.03	0.00	0.14
Bellevue	0.83	0.17	0.03	1.03
Beaux Arts	0.00	0.00	0.00	0.00
Mercer Island				0.00
Issaquah				0.00
North Bend	0.03	0.03	0.00	0.05
Sammamish	0.05	0.03	0.00	0.08
Snoqualmie	0.05	0.01	0.00	0.06
Camation	0.03	0.00	0.00	0.03
Duvall	0.03	0.00	0.00	0.03
Redmond	0.78	0.07	0.03	0.87
Skykomish	0.01	0.00	0.00	0.01
Woodinville	0.05	0.01	0.00	0.06
Newcastle				0.00
Kenmore	0.13	0.05	0.01	0.18
Shoreline	0.43	0.07	0.02	0.51
Burien	0.39	0.04	0.02	0.45
Normandy Park				0.00
Total	2.89	0.49	0.12	3.49

*NOTE: AOC Judge need projected for 2004 based on 1999-2003 data is 22.30 Judges

Location	KCDC Ex Parte Allocation	Program Ex Parte	Need
KCD			0.94
		Total	0.94
			4.13%

Special Assignment Judges	Need
DWLS Court Burien	0.50
DWLS Court Seattle	0.25
MH Court	0.35
DV Court Redmond	0.50
DV Court RJC	1.00
Old city work done by King count	0.48
Superior Court Assistance	1.20
Jail/Felony/Expediteds RJC	0.50
Jail/Felony/Expediteds Seattle	1.00
Inquests	0.12
Total	5.90

Note: The attachments in this exhibit are examples for the purpose of demonstrating the methodology for reconciliation pursuant to Section 4.3 of the Agreement.
 Exhibit A - Final.xls (Tab: Judicial Allocation)
 2/13/2006 10:16 AM

2005 - KING COUNTY DISTRICT COURT CLERICAL ALLOCATION									
JURISDICTION	Total		% of 118.24	Clerk FTEs	Passport FTEs	Specialty FTEs	Centralized FTEs	Total	
	118.24	Caseload Weight						FTEs	Allocation
State/County		373,837	75.10%	88.80	2.51	12.25	11.26		114.82
Vashon Island		648	0.13%	0.15			0.02		0.17
Total State/County		374,485	75.23%	89.00	2.51	12.25	11.28		115.00
Beaux Arts		0	0.00%	0.00			0.00		0.00
Bellevue		59,933	12.04%	14.24			1.81		16.04
Burien		8,838	1.78%	2.10			0.27		2.37
Carnation		980	0.18%	0.21			0.03		0.24
Covington		2,591	0.52%	0.62			0.08		0.69
Duvall		1,727	0.35%	0.41			0.05		0.46
Issaquah		249	0.05%	0.06			0.01		0.07
Kenmore		5,458	1.10%	1.30			0.16		1.46
Mercer Island		30	0.01%	0.01			0.00		0.01
Newcastle		51	0.01%	0.01			0.00		0.01
Normandy Park		12	0.00%	0.00			0.00		0.00
North Bend		994	0.20%	0.24			0.03		0.27
Redmond		21,260	4.27%	5.05			0.64		5.69
Sammamish		3,521	0.71%	0.84			0.11		0.94
Shoreline		13,616	2.74%	3.23			0.41		3.64
Skykomish		5	0.00%	0.00			0.00		0.00
Snoqualmie		2,286	0.46%	0.54			0.07		0.61
Woodinville		1,889	0.38%	0.44			0.06		0.50
Total County Cities		125,941	24.77%	29.20	11.00	0.01	3.72		33.93
Total		499,426	100.00%	118.24	13.51	12.26	15.00		148.93

Note: The attachments in this exhibit are examples for the purpose of demonstrating the methodology for reconciliation pursuant to Section 4.3 of the Agreement.
 Exhibit A - Final.xls (Tab: Clerical Allocation 2005)
 2/13/2006 10:16 AM

PASSPORT FEES PROJECTED 2005				
Court	Dollars	Passports Issued	Clerk Minutes	Clerk Value
Total Dollars	480,476	16,016	213,331	2.51
Passport Fee is \$30				
Clerk Minutes per passport is 13.32				
Clerk Minutes per year is 85,006.56				

Total FTEs as Clerks	148.00
Passport Clerks	2.51
Specialty FTEs	12.25
Centralized FTEs	15.00
Clerks by %	118.24

Clerks at Location	
Bellevue	18.00
Burien	20.50
Issaquah	13.50
Kent	15.50
Redmond	22.00
RJC	9.00
Seattle	21.00
Shoreline	12.50
Call Center	11.00
Payment Ctr	5.00
Total	148.00

SPECIALTY FTEs		
Court	Program	Clerks
Kent	DV Court	2.25
Seattle	DV Court	1.75
Seattle	DWLS Court	0.75
RJC	Jail	2.00
Seattle	Jail	2.00
Burien	DWLS Court	1.50
Seattle	MH Court	1.00
Kent	Video Clerk	1.00
		12.25

CENTRALIZED FTEs		
Court	Program	Clerks
OPJ	Payment Ctr	4.00
OPJ	SPT/Phones	11.00
		15.00

Note: The attachments in this exhibit are examples for the purpose of demonstrating the methodology for reconciliation pursuant to Section 4.3 of the Agreement.
Exhibit A - Final.xls (Tab: Clerical Allocation 2005)

2/13/2006 10:16 AM

FACILITY RATES

Burien, Kent, Redmond, Shoreline, and Support Services Facility Rates						
FMD RATE	Capped Rate	Inflation multiplier	Contract Rate*	Rent	Escalation Rate	Total Facility Charge
2007 12.65	12.65		12.65	11.80	2%	24.45
2008	13.03	1.030	-	12.04	2%	12.04
2009	13.42	1.061	-	12.28	2%	12.28
2010	13.83	1.093	-	12.52	2%	12.52
2011	14.24	1.126	-	12.77	2%	12.77
2012	14.66	1.159	-	13.03	2%	13.03
2013	15.10	1.194	-	13.29	2%	13.29
2014	15.56	1.230	-	13.55	2%	13.55
2015	16.03	1.267	-	13.83	2%	13.83
2016	16.51	1.305	-	14.10	2%	14.10

This rate is a placeholder pending calculation in accordance with Exhibit B.

Footnote:

* Per Exhibit B, the rate each year following 2007 is the lesser amount between the actual rate provided by King County's Facilities Management Division and the capped rate determined by multiplying the 2007 rate by the inflation multiplier.

Issaquah Facility Rate						
FMD RATE	Capped Rate	Inflation multiplier	Contract Rate*	Lease	Escalation Rate	Total Facility Charge
2007 12.65	12.65		12.65	17.00	2%	29.65
2008	13.03	1.030	-	17.51	2%	17.51
2009	13.42	1.061	-	18.04	2%	18.04
2010	13.83	1.093	-	18.58	2%	18.58
2011	14.24	1.126	-	19.13	2%	19.13
2012	14.66	1.159	-	19.71	2%	19.71
2013	15.10	1.194	-	20.30	2%	20.30
2014	15.56	1.230	-	20.91	2%	20.91
2015	16.03	1.267	-	21.54	2%	21.54
2016	16.51	1.305	-	22.18	2%	22.18

This rate is a placeholder pending calculation in accordance with Exhibit C.

Footnote:

Note: The attachments in this exhibit are examples for the purpose of demonstrating the methodology for reconciliation pursuant to Section 4.3 of the Agreement.

Exhibit A - Final.xls (Tab: Facility Rates)

2/13/2006 10:16 AM

EXHIBIT B
ANNUAL FACILITY CHARGES FOR DISTRICT COURT FACILITIES
IN THE CITIES OF BURIEEN, KENT, REDMOND, AND SHORELINE

This Exhibit is attached to the Interlocal Agreement for the Provision of District Court Services between the County and the City. The terms and conditions described in this Exhibit are a further description of the obligations of the parties regarding the calculation of annual facility charges for existing District Court facilities in the cities of Burien, Kent, Redmond, and Shoreline at commencement of this Agreement.

1. Beginning in 2007 and continuing through 2016, the annual facility charge is the net rentable square footage in each facility pursuant to Section 3.2 multiplied by the rate per square foot. The rate per square foot is the sum of the rate for Operations and Maintenance (Paragraph #2) and the Rental rate (Paragraph #3).
2. King County's Facilities Management Division determines the cost per square foot for Operations and Maintenance for facilities owned and maintained by the County. The Facilities Management Division will provide the rate for Operations and Maintenance for the next calendar year for each applicable District Court facility by September of each year. For the purposes of this Agreement, the rate provided will exclude any adjustment for restoring the division's fund balance reserve. For 2007, the rate is \$12.65 or the actual rate provided by the Facilities Management Division, whichever is less. The rate each year thereafter is the lesser amount between the actual rate provided by the Facilities Management Division and the capped rate determined by multiplying the 2007 rate by the multiplier for the corresponding year shown in the following table.

	2008	2009	2010	2011	2012	2013	2014	2015	2016
Inflation	3%	3%	3%	3%	3%	3%	3%	3%	3%
Multiplier	1.030	1.061	1.093	1.126	1.159	1.194	1.230	1.267	1.305

3. The Rent beginning in 2007 shall be \$11.80 per square foot. This rate will be increased by 2% per year for nine years thereafter.
4. Beginning in July 2014 and ending no later than March 31, 2015, the Cities and the County shall determine a methodology for an annual facility charge for existing facilities referenced in this exhibit for 2017 and subsequent years. This methodology shall take into account a reasonable fair market value for existing court facilities.

EXHIBIT C
ANNUAL FACILITY CHARGES FOR THE DISTRICT COURT FACILITY IN THE
CITY OF ISSAQUAH

This Exhibit is attached to the Interlocal Agreement for the Provision of District Court Services between the County and the City. The terms and conditions described in this Exhibit are a further description of the obligations of the parties regarding the calculation of the annual facility charge for the existing District Court facility in the city of Issaquah at commencement of this Agreement.

1. Beginning in 2007 and continuing through 2016, the annual facility charge for the existing Issaquah facility is the net square footage pursuant to Section 3.2 multiplied by the rate per square foot. The rate per square foot is the sum of the rate for Operations and Maintenance (Paragraph #2) and the Lease rate (Paragraph #3).
2. King County's Facilities Management Division determines the cost per square foot for Operations and Maintenance for facilities owned and maintained by the County. The Facilities Management Division will provide the rate for Operations and Maintenance for the next calendar year for each applicable District Court facility by September of each year. For the purposes of this Agreement, the rate provided will exclude any adjustment for rebuilding the division's fund balance reserve. For 2007, the rate is \$12.65 or the actual rate provided by the Facilities Management Division, whichever is less. The rate each year thereafter is the lesser amount between the actual rate provided by the Facilities Management Division and the capped rate determined by multiplying the 2007 rate by the multiplier for the corresponding year shown in the following table.

	2008	2009	2010	2011	2012	2013	2014	2015	2016
Inflation	3%	3%	3%	3%	3%	3%	3%	3%	3%
Multiplier	1.030	1.061	1.093	1.126	1.159	1.194	1.230	1.267	1.305

3. The Lease rate is based on the County's annual amortized lease cost for the Issaquah facility reduced for the amortized amount of the residual value of the facility and land. Attachment 1 to this Exhibit shows the methodology for this calculation including the final negotiated lease rate (Option C). The final negotiated lease rate, which is shown below, is calculated based on a 3% annual escalation factor and includes major maintenance.

<u>2007</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>
\$17.00	\$17.51	\$18.04	\$18.58	\$19.13
<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>
\$19.71	\$20.30	\$20.91	\$21.54	\$22.18

4. Beginning in July 2014 and ending no later than March 31, 2015, the Cities and the County shall determine a methodology for an annual facility charge for existing facilities referenced in this exhibit for 2017 and subsequent years. For 2017, 2018, and 2019, this methodology shall be consistent with the lease methodology in Attachment 1 to this Exhibit. For 2020 and thereafter, this methodology shall take into account a reasonable fair market value for existing court facilities.

ATTACHMENT 1 TO EXHIBIT C

District Court Issuance Facility - Base Model

Real Discount rate=

5.0% This compares to 3% in standard analysis for KC Real Estate lease vs purchase buildings

Land Value	\$908,000
Building Value	\$4,992,000
Depreciable Life of Building	50
Building's Square Feet	16,642
Base Year	2000
Number of Years For Analysis	20
Escalating payment beginning in year	2007
Payment escalator rate	3.0%
Land Value apprec	4.00%
Building Value apprec	3.00%

Residual Value - On a Market Value Basis

20 year

Year	Building	Accumulated Depreciation	Net Building value	Land	Total	Standard Payment	Std Rate	Annual Residual Credit	Revised Payment	OPTION A - No residual rate	OPTION B - No residual Escalating payment	Total Reduction from Std	OPTION C - Option B plus inflation maintenance
1	2000	\$5,141,760	\$5,038,925	\$944,320	\$5,983,245	\$626,196		159,022	\$467,174	\$28.07	\$28.07		
2	2001	\$5,296,013	\$5,084,172	\$982,093	\$6,066,265	\$479,490		159,022	\$320,468	\$19.26	\$19.26		
3	2002	\$5,454,893	\$5,127,600	\$1,021,377	\$6,148,976	\$481,700		159,022	\$322,678	\$19.39	\$19.39		
4	2003	\$5,618,540	\$5,169,057	\$1,062,232	\$6,231,288	\$483,315		159,022	\$324,293	\$19.49	\$19.49		
5	2004	\$5,787,096	\$5,208,387	\$1,104,721	\$6,313,107	\$479,428		159,022	\$320,406	\$19.25	\$19.25		
6	2005	\$5,960,709	\$5,245,424	\$1,148,910	\$6,394,334	\$480,113		159,022	\$321,091	\$19.29	\$19.29		
7	2006	\$6,139,530	\$5,279,996	\$1,194,866	\$6,474,862	\$480,153	\$28.85	159,022	\$321,131	\$19.30	\$19.30		
8	2007	\$6,323,716	\$5,311,922	\$1,242,661	\$6,554,582	\$476,653	\$28.82	159,022	\$320,631	\$19.27	\$16.56	(\$12.26)	\$17.00
9	2008	\$6,513,428	\$5,341,081	\$1,292,367	\$6,633,378	\$483,603	\$29.06	159,022	\$324,581	\$19.50	\$17.27	(\$11.79)	\$17.51
10	2009	\$6,708,831	\$5,367,064	\$1,348,062	\$6,715,126	\$481,646	\$28.94	159,022	\$322,618	\$19.39	\$17.68	(\$11.56)	\$18.04
11	2010	\$6,910,095	\$5,389,874	\$1,397,824	\$6,787,699	\$483,598	\$29.08	159,022	\$324,936	\$19.53	\$18.34	(\$10.74)	\$18.58
12	2011	\$7,117,398	\$5,409,223	\$1,453,737	\$6,862,960	\$480,158	\$28.85	159,022	\$321,136	\$19.30	\$18.67	(\$10.18)	\$19.13
13	2012	\$7,330,920	\$5,424,881	\$1,511,887	\$6,936,768	\$486,588	\$28.88	159,022	\$321,566	\$19.32	\$19.25	(\$9.62)	\$19.71
14	2013	\$7,550,848	\$5,436,610	\$1,572,362	\$7,008,973	\$479,988	\$28.84	159,022	\$320,966	\$19.29	\$19.79	(\$9.05)	\$20.30
15	2014	\$7,777,373	\$5,444,161	\$1,633,257	\$7,079,418	\$481,328	\$28.87	159,022	\$324,306	\$19.49	\$20.60	(\$8.44)	\$20.91
16	2015	\$8,010,695	\$5,447,272	\$1,700,667	\$7,147,939	\$480,508	\$28.87	159,022	\$321,486	\$19.32	\$21.03	(\$7.84)	\$21.54
17	2016	\$8,251,015	\$5,445,670	\$1,768,694	\$7,214,364	\$481,758	\$28.95	159,022	\$322,756	\$19.39	\$21.75	(\$7.20)	\$22.18
18	2017	\$8,498,546	\$5,439,069	\$1,839,441	\$7,278,511	\$481,810	\$28.95	159,022	\$322,788	\$19.40	\$22.40	(\$6.55)	\$22.85
19	2018	\$8,753,502	\$5,427,171	\$1,913,019	\$7,340,190	\$480,645	\$28.88	159,022	\$321,603	\$19.33	\$22.99	(\$5.89)	\$23.53
20	2019	\$9,016,107	\$5,406,443	\$1,989,540	\$7,395,984	\$483,460	\$29.05	159,022	\$324,438	\$19.50	\$23.89	(\$5.16)	\$24.24

Residual Values	Building	Land	Total
End of 20 PV	\$1,128,859	\$415,166	\$1,544,026

NPV \$4,806,081

\$1,544,026

\$3,262,055

196.0

151.9

EXHIBIT D
ONE-TIME COSTS FOR TECHNOLOGY IMPROVEMENT PROJECTS

This exhibit is attached to the Interlocal Agreement for the Provision of District Court Services between the County and the City. The terms and conditions described in this Exhibit are a further description of the obligations of the parties regarding the one-time costs for technology improvement projects.

1. The District Court shall present its five-year technology plan and annual update to the DCMRC beginning in 2007. The technology plan shall be consistent with the Technology Plan Template published by the King County Office of Information and Resource Management. The technology plan shall describe the projected business needs of the District Court, assess the ability of current technology systems to meet these needs, and outline overall technology strategies and potential projects to support the projected business needs of the District Court. The District Court shall present the business case for each proposed technology improvement project. The business case shall identify: (1) capital, operations and maintenance costs for each technology improvement project, (2) the benefits to the court system and users, and (3) potential impacts to cities associated with implementing each technology improvement project. The Cities shall have an opportunity to provide input on the five-year technology plan and business cases for proposed technology improvement projects. One-time costs for technology improvement projects shall be identified separately from operating and capital costs as part of reconciliation.
2. For 2007, 2008, and 2009 only, the amount of Cities' annual contribution to the reserve (sinking fund) for funding their share of the one-time costs for technology improvement projects shall be equivalent to the Cities' share of \$100,000. Beginning in 2010, the amount of their annual contribution shall be equivalent to the Cities' share of \$300,000. The Cities' share is defined as the multiplier calculated in Attachment A of Exhibit A (percentage of salaries and benefits for contract cities).
3. The Cities' contribution would be adjusted or waived in any year where the reserve is projected to exceed the equivalent of the Cities' share of \$900,000 increased by 2% per year beginning in 2008. Annually, the net interest earnings attributable to the balance of funds in the Cities' reserve shall accrue to their reserve.
4. Funds from the reserve shall not be used until a business case for the technology improvement project has been presented to the DCMRC and the technology improvement project has been implemented. The amount of funds used for any one project shall be based on the Cities' share. If the funds in the reserve are not sufficient to cover the Cities' share of an implemented technology improvement project, the contributions of Cities to the reserve fund in subsequent years may be used to cover this shortfall.
5. If this Agreement is terminated, the City shall receive its portion of the reserve remaining on January 1st following the date of termination.

Exhibit C

Court Facility Service Responsibility Matrix

**For all services other than those for which King County is responsible, contact FIXIT, 452-4610 or email fixit@bellevuewa.gov

SERVICE	COB	**Owner	King County
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CUSTOMER RESPONSE & DISPATCH

FIXIT 452-4610 or fixit@bellevuewa.gov	x		
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EMERGENCY SERVICES

24 hr response to weather-related issues		x	
24 hr response to major disasters	x		
emergency building planning/ recovery/ relocation	x		
building evacuation training & planning	x		
Building damage assessment	x		
emergency power systems/response	x		
snow removal parking areas/sidewalks		x	
Blood borne pathogen compliance	x		

PREVENTIVE MAINTENANCE

building site inspections		x	
custodial inspections	x		
painting			
interior common areas		x	
office spaces	x		
exterior building		x	
roofs			
roof/parapet wall maintenance		x	
drain/downspout maintenance		x	
inspections		x	
plumbing systems			
floor drains		x	
HVAC systems oversight/maintenance		x	
carpet cleaning			
common areas/conference rooms/lobbies	x		
office spaces	x		
emergency spot cleaning	x		
pest control service		x	

BUILDING SAFETY & SECURITY

cardkey systems management	x		x
repair & maintenance	x		x
security system monitoring/response	x		x
Building security/key policy management	x		x
locksmith repair & maintenance	x		x
fire alarm testing	x	x	
panic alarms	x		x
fire suppression system testing	x	x	
building code and compliance	x	x	
security system alterations	x		x
specialized security systems	x		x

SERVICE	COB	**Owner	King County
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SITE MAINTENANCE

pressure washing sidewalks		X	
parking lot sweeping		X	
parking lot lighting repair & maintenance		X	
parking lot striping/patching		X	
landscape Services			
mowing / edging		X	
fertilizing		X	
pruning to 10'		X	
barking		X	
irrigation system monitoring		X	
replacement shrubbery		X	
Storm Drainage Maintenance		X	

CUSTODIAL SERVICES

Frequency of custodial services will be determined once the building is completed, and at a minimum will be consistent with standards at City facilities with similar levels of public use.

contract management	X		
Administrative Office Areas			
*vacuuming			
common areas	X		
office spaces	X		
edging	X		
trash removal	X		
restrooms	X		
dusting	X		
window washing exterior/interior	X		
vacuuming upholstery	X		

TECHNICAL SERVICES

HVAC temperature control		X	
HVAC/elec troubleshooting		X	
lighting systems repair/monitoring		X	
electrical power needs assessment		X	
plumbing repairs		X	
signage			
internal building	X		X
campus directional (maintenance)		X	
indoor air quality testing/monitoring		X	

Exhibit D

TENANT IMPROVEMENT COST REIMBURSEMENT AGREEMENT

This Tenant Improvement Cost Reimbursement Agreement ("Reimbursement Agreement") is part of and incorporated into that certain Office Space Use Agreement (the "Use Agreement") between King County, a political subdivision of the State of Washington (hereinafter called "County") and the City of Bellevue, a municipal corporation (hereinafter called "City") for the Premises, as defined and described in the Use Agreement, and as authorized pursuant to the Interlocal Agreement for Provision of District Court Services Between King County and the City of Bellevue, dated December 28, 2006, as amended and extended (the "Court Services Agreement"). Capitalized terms shall have the meaning defined in the Use Agreement unless otherwise specific herein.

1. **City Obligations.** The Court Services Agreement, Section 3.3, provides that the City and County may engage in certain capital improvement projects for facilities related to the provision of district court services.
 - A. The sharing of the costs relating to the provision of capital improvements is also addressed in Section 3.3 thereof. Pursuant to that authorization, the City has undertaken to cause certain Tenant Improvements to the Premises identified in the Use Agreement and other planning documents.
 - B. The City has entered into a lease for district court facilities and shall cause its landlord thereunder to construct the Tenant Improvements in accordance with the City's final approved plans and specifications (the "Plans"), a copy of which shall be provided to the County at its request.
 - C. The City shall deliver to the County the Premises with the Tenant Improvements on or before the date specified in Section 18 of the Use Agreement.
2. **Substantial Completion.** The Tenant Improvements shall be deemed substantially complete when each of the following have occurred subject only to completion of customary "punch list" items: (a) the City shall have notified the County in writing that the Tenant Improvements are substantially complete in accordance with the Plans; (b) the City has been issued a certificate of occupancy or temporary certificate of occupancy such that the City and County are legally entitled to occupy the Premises for its permitted use; and (c) the director of the King County Facilities Management Division shall have issued a written statement to the City confirming that the Tenant Improvements are sufficiently complete in accordance with the Plans to permit the County to utilize the Premises for the intended uses as defined in the Use Agreement and the Court Services Agreement. The County shall not unreasonably withhold, delay or condition its concurrence. The City agrees to provide the County no less than ten (10) business days advance notice of the anticipated Substantial Completion date, for the sole purpose of determining Substantial Completion hereunder.
3. **Cost Allocation.** The City shall provide the County with a detailed scope of work, along with invoices for those items identified in Attachment 1, the costs of which are split 50/50 between the Parties, subject to the limitation in section 5 of this Reimbursement Agreement. The County shall then respond to the City in writing agreeing to the specific costs to be paid by the County or disputing the same. Unless the County disputes a specific charge or charges, the County shall reimburse the City in full within thirty (30) days of receiving the invoice from the City.
4. **Dispute Resolution.** If the City and County dispute the costs to be paid by the County, the parties shall work in good faith to expeditiously resolve the dispute. Should the parties be unable to resolve the dispute within sixty (60) days of the date that the County receives written notice of the dispute from the City, the parties may elect to submit the dispute to non-binding mediation. Notwithstanding any contrary provision in the Use Agreement or Court Services Agreement, the mediator shall be selected using the following procedure: The City

Attachment 1 to EXHIBIT D – WORK LETTER FOR TENANT IMPROVEMENTS
DISTRICT COURT - BELLEVUE
April 9, 2015

	Items	City provided	County provided
Furniture/Fixtures			
	Lobby (furniture available at move-in only)	X	
	Probation suite including break room	X	
	Shared lunchroom (furniture available at move-in only)	X	
	Prosecution and Defense (counsel) tables in courtrooms with down view glass inserts and hardware.	X	
	All built-in casework in court rooms, clerks' front counter, lunchrooms, mail/copy/print rooms	X	
	Public Defender screener's office	X	
	Courtroom benches	X	
	PSO area on ground level	X	
	All courtroom free-standing furnishings		X
	Courtroom jury chairs (remove then install in new location)		X
	Court Admin area (north wing) (less lunchroom tables and chairs)		X
	All other furniture		X
	Artwork (remove / install in new location)		X
Equipment: PC's, printers, copiers, telephones, kitchen equipment			
	Prosecutor Computers, Printers	X	
	Public Defender Computers		X
	Probation suite	X	
	Public Defender screener's office	X	
	PSO area on ground level	X	
	Dishwasher in Break Room	X	
	Dishwasher in Lunch Room Included in TIs per COB	X	
	All other KC equipment (incl. safe, refrigerator, microwave etc.)		X
IT/AV			
	Provide all pipe, power and box required for all KC supplied AV/IT system device locations. This includes Phones, WAPS, (wireless access points), audio reinforcement and recording systems, amplification system, microphones, docket display monitors, printers, copiers, etc.	X	
	Design, supply, move, install, configure, test, commission and support KC required IT and AV system devices. KC will have a separate independent LAN/WAN		X

Attachment 1 to EXHIBIT D – WORK LETTER FOR TENANT IMPROVEMENTS
DISTRICT COURT - BELLEVUE
April 9, 2015

	network.		
	Design, supply, move, install, configure, test, commission and support any required IT and/or AV system devices for Probation.	X	
	Separate and independent LAN/WAN Network	X	X
	Shared KC/COB fiber connection to Building	50	50
	Note: "Bellevue District Court Relocation Project AV and IT System Descriptions and Requirements Summary Revision: 08/14/14a" prepared by Robert Fitzsimmons is the guiding document outlining requirements and responsibilities for IT/AV for both KC and COB		
Security System (Screening, Access Control and Alarms)			
	Design, supply, move, install, configure, test, commission and support Security system for In-Custody area and duress alarms only in the Probation Suite	X	
	Pipe, power and box to all security device locations	X	
	Design, supply, move, install, configure, test, commission and support all components of the Security System (cameras, card readers, intrusion alarms, duress intercom and alarms) with the exception stated above		X
	CAT6 Cable to all security device locations as required		X
	Provide security cabinet in data room and any UPS needed for security, IT/AV systems Project electrical contractor to install.		X
	Full-size lockers (4) for screener and marshals		X
<p>NOTE: The "Bellevue District Court Security Power, Pipe, Box Requirements" document dated and signed 9/11/14 provides more detail regarding the design, installation and managements of the security system for the Court and is the agreement outlining the respective City/KC responsibilities</p>			
Signage			
	Public areas, way finding, and common areas	50	50
	Probation suite	X	
	Court administration suite		X
Consultant time			
	RLF Enterprises, Ltd. -- IT Consultant	50	50
	Hargis Engineers - Low voltage design incl. security.	50	50

Exhibit E

**DEPARTMENT OF EXECUTIVE SERVICES
Facilities Management Division**

Key Card ID Access System - Policies & Procedures

DEFINITIONS:

1. Employee ID: An employee photo ID card issued by King County DES/FMD which may also allow for specific building and/or room access using a "Key Card".

2. Key Card: An employee/individual ID issued for use in designated key ports to gain access to facilities such as secured buildings/rooms and parking garages. Key card access is granted after a written request is made; and a background check & fingerprinting process is conducted and approved by an authorized access Grantor.

3. Generic Key Card: A non-photo key card that provides a more limited building access to certain facilities/areas. Generic cards may be granted after a written request is made and a protocol for monitoring the use of such card is approved by King County DES/FMD. Generic Cards are assigned to specific persons/agencies per site and are not transferable to others. Generic Key Cards may have an assigned expiration date.

4. Access Level: A time range into which key card holders are grouped. The different access levels determine which groups may enter facilities/areas at designated times. After- hours access for vendors/contractors/service providers requires a background check in order to be granted access.

5. Grantor: Person designated by the County and/or City of Bellevue to approve requests for ID/Key Cards. Person also responsible for transmitting the list of approved and cleared staff to King County DES/FMD for ID Cards. Also responsible for keeping on file, and updating, the protocols each agency has for tracking any generic cards issued to them.

PROCEDURES: ID Card Requests:

- Complete an ID/Key Card Request Form.
- Have form signed by appropriate Grantor.
- Fill out appropriate forms for clearance – police form, technology form, and facilities form. See attached flow chart and sample forms.
- Complete background check and fingerprinting process.
- Grantor sends list of approved persons to King County DES/FMD Security ID Access Unit. Attach certification letter for each applicant confirming that the background check was completed successfully.
- Individual brings signed forms, along with some type of picture ID (e.g. drivers' license) to designated DES/FMD/Security Building Services ID Access Unit.
- Sign in at the ID Access Unit.
- DES/FMD/ID Access Unit Employee reviews forms for completeness, including authorized signature of Grantor.

- If forms are completed correctly, and individual is on the previously transmitted approved list, the form is initialed and dated.
- Individual's data is added to the appropriate ID Access Unit data base.
- For photo, individual shall not wear any head wear such as hats, scarves, headbands, or baseball caps.
- Photo is taken, cropped and centered for the ID Card.
- Card will also show correct jurisdiction (County/City), Department or Division.
- Card will be issued by King County DES/FMD/ID/Access Unit.
- All forms are filed according to individual name, jurisdiction, and department.
- All Terminated/Retired individual forms are stored as required by King County Record Management requirements.
- The City of Bellevue is required to return cards for all terminated/retired individuals to King County.

POLICIES:

6.1 King County DES/FMD/Security -Administrative Services shall maintain an ID access system that can include bus pass or key card access for King County employees and others, and has the authority to control issuance, replacement or cancellation of any issued ID card. Bus passes are provided to King County employees upon the authorization of the office of Human Resources and the Employee Transportation Program.

6.1.1 King County Employees who are eligible for a fully subsidized bus pass will have their Employee ID Modified to also serve as a bus pass, unless the employee declines the bus pass benefit.

6.1.2 King County Employees who receive an Employee ID/bus pass from DES/FMD must sign an Employee Bus Pass Authorization form that describes the Employee ID/bus pass termination policy and authorizes the County to deduct a replacement fee if the pass is not turned in to their supervisor prior to the terminated Employees payroll cutoff date for their final paycheck.

6.1.3 Individuals whose job duties require access to specific facilities/areas will have their ID card modified by the DES/FMD/ID Access Unit to also serve as a key card. Key card access is provided when the appropriate access Grantor sends an Email confirmation to the King County ID Access Control Unit. ID Access will keep an accurate listing of all access Grantors.

6.2 Employees who lose their Employee ID/bus pass are allowed one bus pass replacement per calendar year upon payment of a bus pass replacement fee which is based on current Metro ORCA policies and is collected by DES/Finance Treasury on behalf of Transit.

6.2.1 Employees/individuals who lose their ID may replace theirs without the bus pass option if they pay an ID replacement fee which is based on the cost of materials and is collected by DES/Finance Treasury. Payment options may be modified by DES/Finance Treasury for jurisdictions other than King County. There is a 72 Hour

wait to replace the ORCA card that starts when the card is reported to ID Access Unit. Weekends & Holidays are not included in the hourly count.

6.2.2 Stolen ID cards which may include a bus pass or key card may be replaced at no charge if they submit the Police report case number to DES/FMD/Security ID Access.

6.3 King County Supervisors and other Grantors are responsible for retrieving Employee/Individual ID Cards from terminated Employees before the payroll cutoff date for the employee's final paychecks.

6.3.1 Retrieved ID cards shall be returned to DES/FMD/ID Access by messenger or by inter office mail at mail stop: ADM-ES-0312.

6.3.2 Supervisors will send in an employee replacement fee form to the Employee's payroll representative prior to the payroll cutoff date for the terminated Employee if the Employee has lost or refused to return their ID card. King County will pursue payment by the jurisdiction and/or party employing others who may be terminated.

6.4 The Agency's payroll clerk will process Employee replacement fee form that are received before the terminated Employee's payroll cutoff date for their final paycheck and deduct the applicable fee.

6.5 All canceled Employee/individual ID cards and canceled generic cards must be turned in to DES/FMD/Security ID Access Unit, who will take the appropriate action to update records.

6.6 Employees who transfer from one County agency to another can retain their Employee ID key card but must submit new paperwork for the new Department and Division. Individuals not employed by King County must have the appropriate Grantor approve a change for a new ID card. ID Access will make a new key card in the event that the employee/individual is going to a department or jurisdiction that has a different badge template. An Employee/individual ID key card will be made with the correct jurisdiction/department and division.

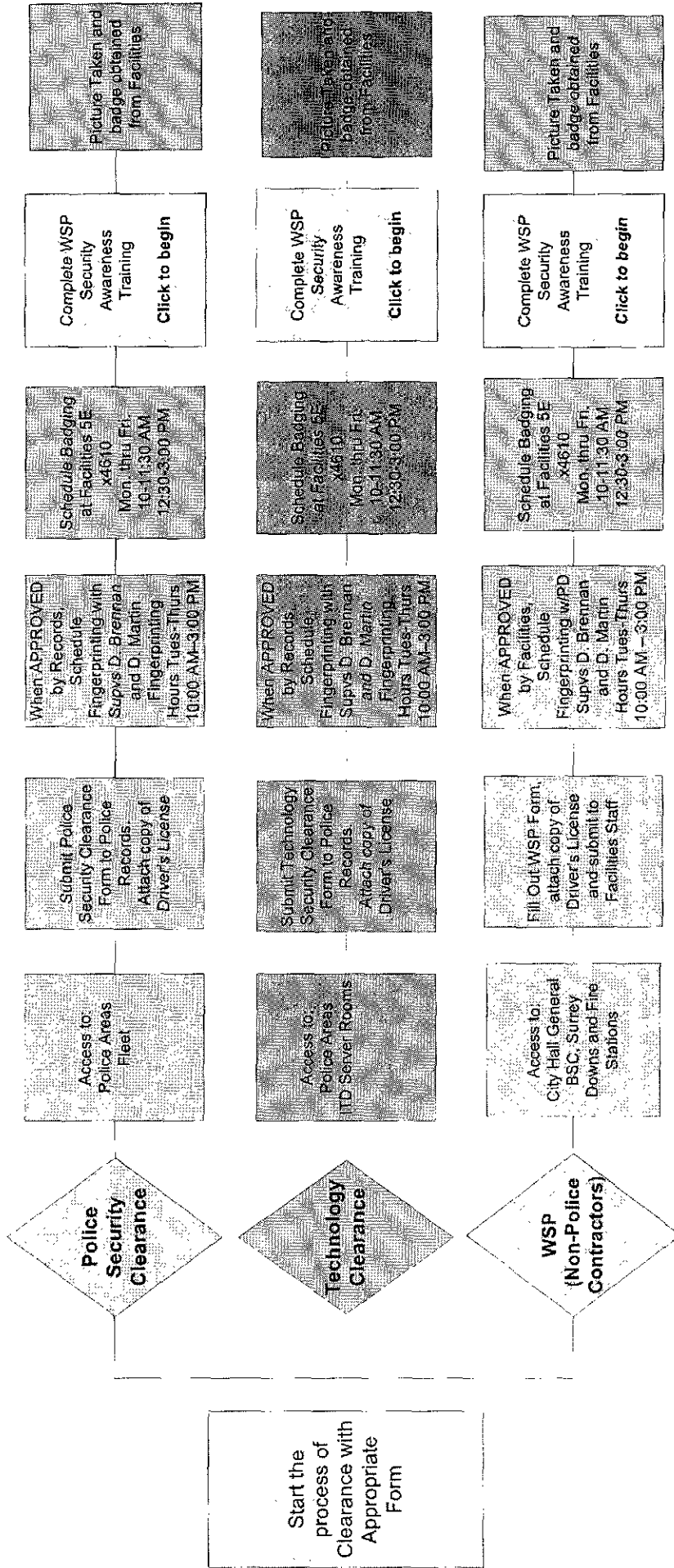
6.7 Employees/individuals shall not loan their ID key card to any other person and shall report to DES/FMD/Security ID Access immediately about any lost or malfunctioning cards.

Access Granting and Cancellation Procedures:

- DES/FMD/Security ID Access Unit will keep an up-to-date access Grantor list that is by jurisdiction, department, division, and building, with contact information and phone numbers.
- There is a minimum of 2 Grantors per jurisdiction/department/division; one primary and one backup.
- Access is granted only thru an email confirmation system which becomes part of the access record.
- Terminated/Retired Employee's accesses are cleaned out 3 times a month using peoplesoft queries.

Background Check & Fingerprinting Process

August 14, 2014



APPLICANT POLICE DEPARTMENT SECURITY CLEARANCE BACKGROUND CHECK INFORMATION

NAME	DATE	STATUS

POLICE FORM

MULTIPLE POLICE DEPARTMENT SECURITY CLEARANCE BACKGROUND CHECK INFORMATION

NAME	DATE	STATUS

TECHNOLOGY FORM

FACILITIES SERVICE SECURITY CLEARANCE BACKGROUND CHECK INFORMATION

NAME	DATE	STATUS

FACILITIES FORM

WSP SECURITY AWARENESS TRAINING

NAME	DATE	STATUS

TRAINING LOG

Exhibit F

After Hours Intrusion Alarm

- Intrusion alarm calls go directly to KC Security who will call up the cameras at the site and make a decision on the appropriate person/agency to contact.. City of Bellevue and District Court will provide a list of approved contacts to KC Security.
- Each ID key card can be programmed to open specific doors. Each key card can also be programmed to disarm the intrusion alarm system for access to specific areas.
- During non-business hours, disarming the intrusion alarm system starts with the insertion of one's key card. That key card will allow certain zones to be disarmed depending on what permissions have been granted to the individual. No other areas can be disarmed. This is not a pin number system.
- City of Bellevue and King County will collaborate on developing a policy for how the system is to be armed each evening.
- City of Bellevue Police will not charge a fee for an alarm inadvertently activated if training on the intrusion alarm system has been done for staff, vendors, and service providers.

Duress Alarms

- Duress alarms in the holding cell area of the building's ground level will go directly to City of Bellevue Police.
- Duress alarms in areas occupied by City of Bellevue on the building's first floor shall go directly to the City of Bellevue Police.
- Duress intercoms at the stairwell entries on the ground floor will go directly to KC Security who will call up cameras at the site and make the appropriate decision on action to be taken, i.e. grant access to person in duress at the door and/or call the appropriate police or security unit.
- Duress alarms in all District Court occupied areas will go directly to KC Security who will call up cameras at the site and make a decision on the appropriate person/agency to contact.

ORIGINAL

CITY OF BELLEVUE, WASHINGTON

RESOLUTION NO. 8932

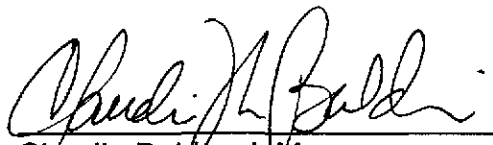
A RESOLUTION authorizing execution of a Facility Use Agreement for King County District Court.

THE CITY COUNCIL OF THE CITY OF BELLEVUE, WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1. The City Manager or his designee is hereby authorized to execute a Facility Use Agreement for King County District Court, a copy of which agreement has been given Clerk's Receiving No. 53724.

Passed by the City Council this 15th day of June, 2015, and signed in authentication of its passage this 15th day of June, 2015.

(SEAL)



Claudia Balducci, Mayor

Attest:



Myrna L. Basich, City Clerk

June 15, 2015

CITY COUNCIL AGENDA MEMORANDUM

SUBJECT

Resolution No. 8932 authorizing execution of a Facility Use Agreement for King County District Court.

FISCAL IMPACT

The City is leasing a new District Court facility at a cost of \$6.7 million over 11 years. These costs are part of the operating budget. Tenant improvements costs for the facility are included in CIP Project G-84. Choosing to be the lessee, rather than King County District Court leasing the facility directly, allows the City more control of the facility costs and the cost of tenant improvements.

STAFF CONTACT

Jerome Y. Roaché, Interim Deputy City Attorney, 452-4085
City Attorney's Office

Joyce Nichols, Intergovernmental Relations Director, 452-4225
City Manager's Office

POLICY ISSUE

Should the City enter into a Use Agreement with King County for use of the new District Court facility located at 1309 114th Ave SE, in the Bellefield Office Park?

BACKGROUND

King County currently provides District Court services to Bellevue at a City-owned facility located at 585 112th Ave SE in Surrey Downs, pursuant to Bellevue's Agreement with King County. As part of the City's agreement with Sound Transit for the development of East Link, Sound Transit needs the Surrey Downs site for project staging. The District Court will need to vacate the site by end of the third quarter in 2015 for the East Link project.

Due to the aging condition of the Surrey Downs facility, City staff had been searching out other possible alternative locations for the District Court. Once the City and Sound Transit agreed to the use of Surrey Downs as a staging site, the search for a new location intensified. Siting a District Court is quite challenging and many options did not work out. The site needed sufficient space to meet the operational needs of both the court and probation services, and the required improvements need to be affordable and sustainable.

The City was able to secure a site, known as the Bellefields Building, that can house both the District Court and Bellevue Probation. The building is located at 1309 114th Avenue SE, in the Bellefield Office Park. The location is easily accessible to major roads, highways and transit services. The parties have developed a Use Agreement for the new facility. A leased facility was determined to be the most cost effective option given the up-front costs of constructing a new facility. Council approved the site lease on February 10, 2014, via Resolution No. 8694.

The proposed Use Agreement with the County allows the District Court to operate from the new

location with no monthly facility costs. This arrangement is consistent with past practice under the District Court Services Agreement. If the City were to charge rent, the rent would be considered an operating cost under the District Court Services Agreement. Pursuant to the District Court Services Agreement, operating costs are chargeable to the City.

Under the Use Agreement, the City is responsible for the majority of tenant improvements. King County is sharing some of the consultant costs for security and information technology design work and for limited specific improvements. King County's shared tenant improvement costs are capped at \$125,000. King County is also responsible for the cost to move the District Court to the new facility and for installing and maintaining the building security system. The costs of the County improvements are approximately \$100,000. The County's financial investment in the new court's infrastructure ensures that court services will continue to be provided by the County for the remainder of the ILA.

As noted in earlier Council briefings, continuing provision of district court services by King County for an additional 5 year term, as specified in the ILA for court services, allows the City ample time to explore other court options should the Council believe it appropriate to do so. Rejection of the Use Agreement effectively means that the City would no longer use the County for court services. If this were the case, the City would be required to send notice to King County prior to June 30, 2015 informing the County of the City's intent to terminate the ILA for court services effective December 31, 2016. Terminating the Agreement would require the City to establish a separate municipal court within that timeframe.

EFFECTIVE DATE

If approved by Council, this Resolution becomes effective immediately.

ALTERNATIVES

1. Adopt the Resolution authorizing execution of the Facility Use Agreement for use of the court facility.
2. Do not adopt the Resolution and provide alternative direction to staff.

RECOMMENDATION

Option 1.

MOTION

Move to adopt Resolution No. 8932 authorizing execution of the Facility Use Agreement for use of the court facility.

ATTACHMENTS

- A. Facility Use Agreement
- B. Proposed Resolution No. 8932

June 15, 2015

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